

COLLECTIVE AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK PUBLIC EMPLOYEES ASSOCIATION

**GROUP: ENGINEERING & FIELD
TECHNICAL INSPECTION, LABORATORY AND MEDICAL
HIGHWAY SUPERVISORS**

EXPIRES: November 30, 2005

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N.B.P.E.A.

Engineering and Field/Technical Inspection/Laboratory and Medical/Highway Supervisors

“MASTER AGREEMENT”

THIS AGREEMENT made this 28th day of May, 2003.

BETWEEN: HER MAJESTY IN RIGHT OF THE PROVINCE, as represented by Board of Management, hereinafter called the "Employer," party of the first part.

AND: THE NEW BRUNSWICK PUBLIC EMPLOYEES ASSOCIATION, hereinafter called the "Association," party of the second part.

PREAMBLE

WHEREAS it is the intention and purpose of the Parties to this Agreement to maintain settled conditions of employment between the Employer, the employees, and the Association, to improve the quality of the Public Service of the Province and to promote the well being and the increased productivity of its employees to the end that the people of the Province will be well and efficiently served; accordingly, the parties hereto set forth certain articles relating to pay, hours of work, and other terms and conditions of employment affecting employees covered by this Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 "Association" shall mean the New Brunswick Public Employees Association, which is the Certified Bargaining Agent of the Units.

1.02 "Employer" shall mean her Majesty in Right of the Province as represented by Board of Management and shall include its representatives and/or Agents.

1.03 "Bargaining Units" or "Units" shall mean: the group of employees covered by New Brunswick Certification Order Numbers 013 PS 2c Engineering and Field, 026 PS 2e Technical Inspection, 018 PS 5c.1 Highway Supervisors and 016 PS 2a Laboratory and Medical

1.04 "Employee" shall mean a person employed by the Employer to carry out the functions normally performed by employees appointed to any of the Classifications assigned to these Units, other than:

(a) a person not ordinarily required to work more than one third (1/3) the number of hours stipulated as the normal work week; and

(b) a person employed on a casual or temporary basis unless the employee has been so employed for a continuous period of six months or more.

1.05 "Casual or Temporary Basis" shall mean employment which has an anticipated duration period of less than six months. Persons employed under these terms are not appointed to positions under the plan of establishment, are not considered employees, and are not covered by the terms of this agreement until they have met the requirements of employee under the Public Service Labour Relations Act.

1.06 "Seasonal Employee" is an employee normally employed for more than six months and less than twelve months on a recurring basis and who is appointed on a plan of establishment to a Seasonal Civil Service Position. The period of time not worked by a seasonal employee shall not be considered a lay-off. A seasonal employee shall be considered on "Inactive Status" during the period in which the employee's services are not required. While on "Inactive Status" a seasonal employee shall retain previously accumulated seniority, sick leave and vacation credits but will not accrue additional credits. The Employer shall provide seasonal employees ten (10) working days notice of the date of termination of the employee's seasonal work period.

1.07 "Term Employee" is an employee employed for a specified period of more than six continuous months.

1.08 Employees may be subdivided into the following categories:

- (a) "Full-time Employees" which are those who normally work the full normal workweek; and
- (b) "Part-time Employees" which are those who normally work less than the full normal workweek.

1.09 Probationary Period

(a) In accordance with the Civil Service Act and Regulations an employee appointed on other than a temporary basis shall be considered to be on probation from the date of his appointment for a period of six (6) months immediately following the date on which the person reports for work, provided that on or before the expiration of such period of six (6) months the Employer in writing may extend the probationary period for further periods of three (3) months, but the total probationary period shall not exceed twelve (12) months. Where no notice aforesaid is given within the six (6) month time period, the employee shall be deemed to be appointed.

(b) The probationary period for employees employed in agencies and institutions not subject to the Civil Service Act and Regulations shall be the same as (a) above.

1.10 In this Agreement, except as herein defined, words defined in the Public Service Labour Relations Act have the same meaning as in that Act.

1.11 Gender - Wherever the masculine gender is used in this agreement, it shall refer equally to the feminine gender.

1.12 Spouse shall mean a husband or wife. It shall also mean an individual who has been residing with the individual for not less than one (1) year, and has been publicly represented as the spouses partner.

1.13 **"Control Point Maximum"** - The point within a salary range representing the maximum base pay for a job.

1.14 **"Discretionary Maximum"** - The point within a salary range between the control point maximum and the maximum allowed for re-earnable increments.

1.15 **"Merit Increase"** - An adjustment to individual salary based on a documented assessment of performance.

1.16 **"Re-earnable Increments"** - Temporary payments based on exceptional performance authorized at the discretion of the Deputy Head.

1.17 **"Pay Increment"** - One step in the pay range.

ARTICLE 2 - APPLICATION OF AGREEMENT

2.01 This Agreement applies to and is binding on the Association, the employees, and the Employer and its Agents.

2.02 It is recognized by the Parties that this is the only Agreement in existence, or may be made by anyone excepting the Parties hereto, covering the terms and conditions of employment, rates of pay applicable to the employees in the Units.

ARTICLE 3 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

3.01 In the event that any law passed by the Legislature of the Province applying to employees covered by this Agreement, renders null and void or materially alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement, and the parties to this Agreement shall negotiate where applicable a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

3.02 Where any provincial legislation which binds the parties to this Agreement clearly specifies and directs that greater rights or benefits than are summatively in effect under this Agreement must be granted to either party, such rights or benefits shall be deemed to form part of and be applicable under this Agreement.

ARTICLE 4 - RECOGNITION

4.01 The Employer recognizes the Association as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Numbers 013 PS 2c, 026 PS 2e, 018 PS 5c.1 and 016 PS 2a applies.

ARTICLE 5 - PROVINCIAL SECURITY

5.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulation given or made on behalf of the Government of the Province of New Brunswick in the interests of the health, safety, or security of the people of the Province.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 (a) All the functions, rights, powers, and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are recognized by the Association as being retained by the Employer. **(Engineering and Field, Highway Supervisors and Technical Inspection only)**

(b) All the functions, rights, powers, and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are recognized by the Association as being retained by the Employer. The Employer recognizes and agrees that it shall exercise its functions, rights, powers and authority in a fair and reasonable manner. **(Laboratory and Medical only)**

ARTICLE 7 - ASSOCIATION SECURITY

7.01 The Employer shall deduct from the wages due to every employee in these Bargaining Units an amount equal to the regular monthly dues of the Association commencing with the month following the month in which the employee was employed.

7.02 Employees who are Association members on the effective date of this Agreement shall not revoke their membership during the term of the Agreement.

7.03 Employees who become members after the effective date of this Agreement shall not revoke their membership during the term of this Agreement.

7.04 The sums deducted pursuant to this Article shall be remitted to the designated official of the Association prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Association will keep the Employer advised of the name and address of its designated official. The payment of deductions made shall be accompanied by a full list of employees as follows:

1. Full Time Employees

2. Part Time Employees
3. Temporary Employees
4. Seasonal Employees
5. Casual Employees

This list will also include the number of hours paid to each employee during the month deductions were made. This list will be supplied monthly.

7.05 Before the Employer is obliged to deduct any amount under this Article, the Association must advise the Employer in writing of its regular bi-weekly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated official of the Association, after which such changed amount shall be the amount to be deducted. The parties agree that no more than one change in dues will be processed during any calendar year.

7.06 The sums deducted under this Article shall be accepted by the Association as the regular monthly dues of those employees who are or shall become members of the Association and the sum so deducted from non-members of the Association shall be treated as their contributions towards the expenses of maintaining the Bargaining Agent. Membership in the Association will continue to be voluntary.

7.07 The Association agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article.

7.08 The Association assumes full responsibility for the disposition of any sums deducted from the wages of any employee and remitted to the designated official of the Association under this Article.

ARTICLE 8 - COMMUNICATIONS

8.01 Correspondence - Except where otherwise provided, official communication in the form of correspondence between the Employer and the Association may be given by mail as follows:

TO THE EMPLOYER:

Director of Labour Relations Services
Office of Human Resources
P.O. Box 6000
Fredericton, N.B. E3B 5H1

TO THE ASSOCIATION:

The President
New Brunswick Public Employees
Association
P.O. Box 95
Fredericton, N.B. E3B 4Y2

8.02 The Employer shall continue to make space available on the existing bulletin boards on which the Association may post notices of meetings and other notices of interest to employees.

8.03 Copies of Agreement

(a) The printing of the bilingual Agreement shall be the responsibility of the Association and the Employer shall reimburse the Association for fifty percent (50%) of the cost of printing. The translation and printing of the Collective Agreement shall be approved by both parties.

(b) The Association shall be responsible for providing copies of the Collective Agreement to its membership.

(c) It is understood that both the English and French text of this Agreement shall be official. However, when a difference of wording or interpretation arises, the language used to negotiate the Collective Agreement will prevail.

ARTICLE 9 - NO DISCRIMINATION

9.01 No discrimination - The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to the Union, the employees, the Employer and its Agents.

9.02 Both parties recognize that the Human Rights Act applies to this Agreement.

ARTICLE 10 - STRIKES AND LOCKOUTS

10.01 There shall be no strikes, walkouts, lockouts, slowdowns or other interruptions of work, as defined by the Public Service Labour Relations Act, during the term of this Agreement.

ARTICLE 11 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

11.01 Within thirty (30) days of the signing of this Agreement there shall be constituted a joint committee known as the Employer-Employee Relations Committee. The Committee shall be comprised of one (1) representative of the Association and no more than four (4) Bargaining Unit representatives, and one (1) representative of the Board of Management and no more than four (4) other Employer representatives, of which at least two (2) shall be from the negotiating team.

11.02 The parties agree the Committee may be employed as a forum of meaningful consultation on the interpretation of any Article of the Collective Agreement whenever required, contemplated changes in conditions of employment or working conditions and any other matters of mutual interest of the parties.

11.03 A meeting of the Committee shall be convened by the parties within five (5) days of the date that either party receives an agenda from the other that any matter as outlined under Article 11.02 needs to be referred to joint consultation, and it shall be incumbent upon the party receiving notice to establish the date of meeting within five (5) days or make such other arrangements as is acceptable to the party that issued the notice.

11.04 Any Agreement reached by the Committee shall be binding on the parties to this Agreement for the term of the Agreement and any directive required to ensure fulfillment of the agreed recommendation shall be signed by both the Bargaining Agent's representative and the Employer's representative and distributed by the party or parties through their regular channels of communications.

11.05 Should the Committee fail to reach agreement on a matter of interpretation or settlement of a dispute either party may pursue other avenues for settlement of the dispute available through the Agreement or under the Public Service Labour Relations Act.

11.06 The Committee shall not have power to alter, amend, add to, or modify the terms of this Collective Agreement.

11.07 No employee serving on this Committee shall lose salary or other benefits due to an absence or absences from work under this Article. The expenses of the representatives attending a Committee meeting will be borne by their respective parties.

11.08 The Employer shall ensure that all employees and the Association are notified of any policy which effects their terms and conditions of employment. Any such policy may be referred to the Employer-Employee Relations Committee.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 The Employer and the Association recognize the desirability of prompt settlement of complaints and disputes which may arise out of administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a

complaint, the employee will be encouraged to discuss the matter with the employee's Supervisor as soon as possible after the circumstances giving rise to the complaint occurs so that a dispute requiring reference to the grievance procedure may be avoided wherever possible.

12.02 Where an employee feels himself/herself to be aggrieved by the interpretation or application in respect of the employee of a provision of a statute, or a regulation, by-law, direction, or other instrument made or issued by the Employer, dealing with terms and conditions of employment or, an alleged violation of any of the provisions of this Agreement by the Employer, or, as a result of any occurrence or matter affecting the employee's terms and conditions of employment in respect of which no administrative procedure for redress is provided in or under an Act of the Legislative Assembly of New Brunswick, and, where the employee has written consent of the Association respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

STEP ONE: Within twenty (20) working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present the employee's grievance in writing either by personal service or by mailing by registered mail, on the form authorized by the Labour and Employment Board to the employee's immediate supervisor or the person designated by the Employer as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within ten (10) working days from the date on which the employee presented the employee's grievance to the employee's immediate supervisor or to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

STEP TWO: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step One, the employee may present the employee's grievance in writing at the second level of the grievance process either by personal service or by mailing by registered mail, to the employee's immediate supervisor or to the person designated by the Employer as the second level in the grievance procedure. If the employee does not receive a reply or satisfactory settlement of the employee's grievance from the person designated by the Employer as the second level in the grievance process within ten (10) working days from the date on which the employee presented the employee's grievance at the second level, the employee may proceed to Step Three.

STEP THREE: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee may present the employee's grievance in writing at the third level of the grievance process either by personal service or by mailing it by registered mail to the employee's immediate supervisor or the person designated by the Employer as the final level in the grievance process for the Department in which the employee is employed. Any settlement proposed by the Employer at levels one and two and any replies must accompany the grievance when it is presented at the third level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of the employee's grievance within fifteen (15) working days from the date on which the employee presented the employee's grievance at the final level, the employee may refer the employee's grievance to Adjudication as provided in Article 13 hereof, within fifteen (15) working days of the date on which the employee should have received a reply from the person designated as the final level.

Grievance Procedure:

LEVEL	EMPLOYEE'S TIME TO PRESENT GRIEVANCE WITHIN	PRESENT GRIEVANCE TO	EMPLOYER'S TIME TO RESPOND WITHIN
FIRST	20 Working Days after the alleged grievance has arisen or has come to their attention	Person designated by the Employer	10 Working Days from receipt of written grievance
SECOND	10 Working Days from receipt of reply from first level or date reply should have been received	Person designated by the Employer	10 Working Days from receipt of written grievance
THIRD	10 Working Days from receipt of reply from previous level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 14.05, 20 working days.	Person designated by the Employer	15 Working Days from receipt of written grievance

12.03 In any case where the employee presents the employee's grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process the employee may be accompanied by a representative or agent of the Association.

12.04 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein the alleged grievance shall be deemed to have been abandoned and cannot be pursued except as provided in 12.05 hereof.

12.05 Both parties may mutually agree in writing to extend the time limits specified herein.

12.06 Any matter giving rise to a dispute directly between the Association and the Employer shall be processed at Step Three of the grievance procedure within twenty (20) working days of the occurrence thereof. Should the matter not be settled, either party may refer its differences pursuant to the appropriate section of the Public Service Labour Relations Act.

12.07 Where an employee presents a grievance at the final level in the grievance process and the grievance is one that may not be referred to adjudication, the employee shall be entitled, upon request being made in writing at the time of filing the grievance at the final level, to have a full hearing of the matter(s) giving rise to the grievance, at that level.

ARTICLE 13 - ADJUDICATION

13.01 Where an employee has presented a grievance up to and including the final level in the grievance process with respect to:

- (a) the interpretation or application in respect of the employee of a provision of a Collective Agreement or an Arbitral Award, or

(b) disciplinary action resulting in discharge, suspension, or a financial penalty, and the employee's grievance has not been dealt with to the employee's satisfaction, the employee may, subject to subsection .02 of this Article, refer the grievance to Adjudication.

13.02 Where a grievance that may be presented by the employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of a Collective Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Bargaining Agent for the Bargaining Unit to which the Collective Agreement or Arbitral Award applies signifies in a prescribed manner:

- (a) its approval of the reference of the grievance to adjudication; and
- (b) its willingness to represent the employee in the adjudication proceedings.

13.03 In any case including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Adjudicator or Board of Adjudication shall have full power to direct payment of compensation, vary the penalty, or direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege as he may determine appropriate to finally settle the issue between the Parties, and may give retroactive effect to its decision.

13.04 An adjudicator or Board of Adjudication shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms hereof.

ARTICLE 14 - DISCIPLINE

14.01 An employee may be disciplined by oral or written reprimand, suspension with pay, suspension without pay, or discharge.

14.02 (a) No employee who has successfully completed his probationary period shall be disciplined except for just cause.

(b) Pending investigation of an incident, an employee may be relieved of duties and required to leave the premises of the establishment in which the employee works during which time the employee shall continue to be paid. Unless the investigation results in disciplinary action, no record of the incident will be placed in the employee's personnel file.

14.03 Where an employee is disciplined by suspension or discharge, the Employer shall, within ten (10) working days from the date of such discipline, provide the employee with written reasons for such disciplinary action including any relevant dates.

14.04 Failure of the Employer to provide such written reasons within the time period required by Clause 14.03 shall result in immediate reinstatement of the employee.

14.05 Where an employee alleges that the employee has been suspended or discharged in violation of clause 14.02, the employee may within twenty (20) days of the date of the employee's suspension or discharge invoke the grievance procedure including adjudication as set out in this agreement and for the purpose of a grievance alleging violation of clause 14.02, the employee shall lodge the employee's grievance at the final level of the grievance procedure.

14.06 The employee shall, when grieving a disciplinary action, state the clause or clauses of this Agreement which the employee alleges have been contravened by the Employer. The consideration of the grievance, including adjudication, shall be limited to such Article or Articles which the employee has so alleged to have been contravened.

14.07 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Clause 14.02 then the employee shall be immediately reinstated in the employee's former position without loss of seniority or any other benefit which would have accrued to the employee if the employee had not been suspended or

discharged. One of the benefits which the employee shall not lose is the employee's regular pay during the period of suspension or discharge, which shall be paid to the employee at the end of the next complete pay period following the employee's reinstatement.

14.08 A suspension without pay or discharge shall be effective on the date that the employee is given oral notice or on the date specified in notice in writing given by personal service or by registered mail or by certified mail, but in the case of written notice shall be no later than the date notice is received by the employee.

14.09 For the purposes of this Article 14, there shall be only one official personnel file, the location of which the employee shall be advised. Upon a reasonable request made during normal working hours, an employee shall be given, in the presence of a representative of the employer and if requested, while accompanied by a representative of the Association, an opportunity to read all documents relating to the assessment of his or her conduct or work performance that are held in the employee's official personnel file. If requested at such time an employee will be provided with a photocopy of such documents.

14.10 A record of disciplinary action shall be removed from the official file of an employee upon the expiration of a period of eighteen (18) months following the effective date of the disciplinary action, provided no other instance of disciplinary action in respect of the employee has been recorded during this eighteen (18) month period.

14.11 Where the Employer pre-arranges a meeting with an employee for the purpose of discussing impending disciplinary action as per 14.01 hereof, the employee shall be advised in advance in order that the employee may, at the employee's option and within reasonable time limits, arrange to have an Association representative attend the meeting.

14.12 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware two (2) calendar weeks prior to the time of said hearing.

14.13 An oral reprimand shall not be recorded on an employee's records and the Employer is not to provide an employee with written reasons for such disciplinary action.

14.14 The Employee will be provided with a copy of all documents entered in his file. No document entered without his knowledge may be used against that employee.

ARTICLE 15 - SENIORITY

15.01 When an employee has completed his probationary period, his seniority shall date back to his commencement date within the Bargaining Unit.

15.02 Where an employee is promoted or transferred out of the Bargaining Unit and is later returned, he shall return to the employee's former or a higher classification and shall not suffer any loss of seniority as a result of the temporary promotion or transfer.

15.03 An employee who ceases to be on the payroll of the Employer shall lose his seniority unless:

- (a) he is on approved leave of absence;
- (b) he is absent from work while drawing Workers' Compensation Benefits;
- (c) he has been discharged or suspended without pay and reinstated; or
- (d) he is laid off for a period not in excess of twelve months.

15.04 An employee who:

- (a) is on approved leave of absence without pay which exceeds one-half (1/2) the number of working days in any month;
- (b) is suspended without pay;
- (c) participates in a strike or other work stoppage;
- (d) as a seasonal employee is on inactive status; or
- (e) is laid off,

shall not accumulate seniority during such period.

15.05 The Employer shall prepare seniority lists of employees in each Bargaining Unit in the Collective Agreement by Department or Corporation and shall make these lists available to the Association during January of each year. The list(s) shall include the classification, continuous service date, employee status, days of accumulated seniority for each employee and Region or District of employment.

ARTICLE 16 - COMPETITIONS AND APPOINTMENTS

16.01 Where the Employer decides to fill a vacant position, the position shall be filled in accordance with the Civil Service Act and Regulations where applicable.

16.02 Where there is a competition to fill a vacancy or anticipated vacancy in the Bargaining Unit, the Employer shall post notices of such competition in the buildings out of which the employees who may be eligible to enter the competition work. Such notice shall be posted until the competition closing date, or for ten (10) working days, whichever is greater.

16.03 The notice referred to in Article 16.02 shall contain the following information:

- (a) description of the position;
- (b) location of the position;
- (c) required qualifications; and
- (d) the wage rate or range.

16.04 Where the Employer decides to fill a vacant position in Departments/Agencies not covered by the Civil Service Act, such position shall be filled on the basis of skills, qualifications and ability as between competing applicants. Where a person who is not governed by the provisions of the Civil Service Act wishes to appeal the filling of a vacant position, such matter shall be made subject to the grievance procedure and referable to adjudication for resolution.

16.05 If an employee within the bargaining unit is promoted or transferred to another position covered by this collective agreement and proves unsatisfactory in the new position during the probationary period the employer will make every reasonable effort to return the employee to his former position or its equivalent at his former salary. **(Technical Inspection only)**

16.06 (a) All vacant positions classified as Assessor IV, Appraiser IV and Appraiser V in the unit, which the employer has decided to fill, shall be filled by competition. Such competition shall be in-service, and where qualifications, skill and ability are relatively equal, employees in the bargaining unit shall be given preference. Where

it can be demonstrated that no qualified in-service applicants exist such competition may be opened to the public.
(Technical Inspection only)

(b) Before posting of a competition for a vacancy at the basic level, the Employer shall where operational requirements permit, give preference to a present employee to transfer laterally to the vacancy, provided:
(Technical Inspection only)

- (i) the transfer is within the same classification and the same department or agency; and
(Technical Inspection only)
- (ii) the employee has on record with his Employer a statement in writing indicating his desire to transfer to the specific location of the vacancy; and **(Technical Inspection only)**
- (iii) the cost of the transfer shall be borne by the employee at no cost to the Employer. **(Technical Inspection only)**
- (iv) Where more than one present employee within the unit applies to transfer to a vacant position, then that position shall be awarded on the basis of merit. **(Technical Inspection only)**

ARTICLE 17 - LAYOFF AND RECALL:

17.01 A layoff for the purpose of this Agreement shall be defined as a termination employment because of lack of work or because of discontinuance of a function.

17.02 Where layoffs occur in the bargaining unit, employees shall have the rights and protections provided under the Civil Service Act and Regulations.

17.03 The parties recognize that pursuant to section 63(2) of the Public Service Labour Relations Act that when conflict occurs between the provisions of this article and the Civil Service Act, the Civil Service Act shall prevail.

17.04 In the event of a layoff and where qualifications, skills and ability are equal, layoff shall be in reverse order of seniority within the classification series within the district or region of the Department or Agency where the lack of work or discontinuance of a function has occurred.

17.05 Prior to laying off a full time, part-time or seasonal employee, the Employer shall first release a casual person, casual employee or term employee provided the employee identified for layoff has the qualifications, skills and ability to satisfactorily perform the work of the individual to be released.

17.06 Subject to Section 63(2) of the Public Service Labour Relations Act, employees shall be recalled in the reverse order they were laid off. Recall shall be subject to the employee having the qualifications, skills and ability to perform the duties of the position. Employees laid off shall be given preference to job opportunities, prior to hiring of new persons, in other classifications if they are qualified, have the skills and ability to perform the work available.

17.07 For employees not covered by the provisions of the *Civil Service Act*:

(a) Where the Employer intends to lay off an employee in the Bargaining Unit, the Employer shall provide the employee with at least two (2) months notice in advance of such lay-off.

(b) Such laid off employees shall be recalled to fill any positions for which they are qualified before new employees are hired to fill any positions in the Bargaining Unit. This provision is in effect for a period not to exceed twelve (12) months from time of lay-off.

(c) In addition to the protections and rights under 17.07 (a) and (b) above, reverse seniority shall apply to lay offs. For the purposes of lay off and bumping rights, seniority shall be computed on the basis of length of service within the bargaining unit and in the case of equal seniority within the department, corporation or agency. Bumping rights shall be

limited to bumping within the employee's Department Corporation or Agency and within the same classification series. That is, employees with less seniority shall be laid off before employees with greater seniority in that classification or a higher classification by department, corporation or agency provided the employee with greater seniority is willing to move to the lower classification and is qualified to do the job.

(d) Notwithstanding 17.07 (c) hereof, where layoffs occur in the Bargaining Unit, casual, temporary, and probationary employees who have not yet completed their initial probation period shall be laid off first, in that order.

17.08 Seasonal Inactive Status and Recall

In the event of seasonal civil servants being placed on inactive status, reverse seniority shall apply: that is employees with less seniority in a classification or a lower classification shall be placed on inactive status before employees with greater seniority in that classification or a higher classification provided the employee with the greater seniority is willing to move to the lower classified job, except that no one may claim on the basis of seniority work in an occupation for which he is not qualified or does not have the required ability.

In no case will an employee classified as a seasonal civil servant exercise seniority rights until seniority rights of regular employees have been exhausted.

In the event of recall, employees shall be recalled in order of seniority provided they are qualified and have the required ability.

When the Employer intends to place a seasonal civil servant on inactive status the employee shall be given not less than ten (10) working days written notice. This clause does not apply to seasonal civil servants recalled for short duration of less than ten (10) days for purposes of training.

During the two-week inactive status that may be required each year to maintain seasonal civil service status, a seasonal employee shall not be able to exercise his recall rights.

For the purpose of this sub-article, Department seniority shall apply and the unit of operation shall be the Head Office Branch or District.

ARTICLE 18 - HOURS OF WORK

18.01 The purpose of this Article is to provide a basis for computing pay under the provisions of this Agreement and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. **(Engineering & Field only)**.

18.02 The normal hours of work for Employees in this Collective Agreement shall be thirty-six and one-quarter (36 1/4) per week exclusive of lunch period, five (5) days per week, between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday inclusive.

18.03 Notwithstanding clause 18.01 above, the normal hours of work for Highway Supervisors Unit shall be forty (40) per week from 8:00 a.m. to 5:00 p.m., Monday through Friday inclusive with one hour off each day for lunch.

18.04 Where operational requirements permit, every effort will be made to accommodate individual requests for a flexible work schedule within the thirty-six and one-quarter (36 1/4) or forty (40) hour work week. Problems arising from flexible work schedules shall be addressed in the forum of Employer-Employee Relations Committee meetings.

18.05 The hours of work for employees working without direct supervision shall not be restricted but the workload for these employees shall not exceed that which can normally be completed in a thirty-six and one-quarter (36 1/4) hour work week. **(Technical Inspection only)**

18.06 Where operational requirements permit, existing work hour patterns shall not be changed without adequate notice to the employees. **(Technical Inspection only)**

18.07 Notwithstanding Clause 18.06, individuals in some classifications may be expected to work irregular hours. **(Technical Inspection only)**

18.08 (a) Notwithstanding clause 18.02, where an employee is required by the Employer by reason of seasonal or project requirements to work a normal work week of forty (40) hours, exclusive of lunch periods, such an employee shall be paid for all time so worked at a straight time hourly rate equivalent to the hourly rate applicable to the employee when working thirty-six and one quarter (36.25) hours per week.

Technicians working on a construction project that extends beyond the season in which it commenced shall be considered on seasonal construction during the life of the project for purposes of this Article. Technicians working on design will be considered on seasonal construction when so designated. Technicians working on soil drill crews are not to be considered on seasonal construction at any time. **(Engineering and Field only)**

(b) An employee assigned to work a forty (40) hour work week as per (a) above will be paid according to Schedule A-1 for the periods when so assigned. Changes in pay under the terms of this Article do not constitute promotions or demotions. **(Engineering and Field only)**

(c) The employee shall receive at least a two-week notice of their return of a thirty-six and one quarter (36.25) hour week.

18.09 Employees shall be entitled to two fifteen-minute rest periods for each shift worked. **(Laboratory and Medical only)**

18.10 Employees shall be entitled to two (2) ten-minute rest periods for each shift worked. **(Engineering & Field, Highway Supervisors, Technical Inspection only)**

ARTICLE 19 - OVERTIME

19.01 Overtime shall be:

(a) except for those employees covered by clause 18.03 and 18.04, all authorized time worked in excess of seven and one-quarter (7-1/4) hours in any 24 hour period;

(b) in respect of those employees covered by clause 18.03 and 18.04 all authorized time worked in excess of eight (8) hours in any 24 hour period;

(c) all authorized time worked on an employee's day off.

19.02 Where operational requirements permit, overtime must be authorized in advance by the Employer.

19.03 At the option of the employee, and where operational requirements permit, overtime shall be paid on the basis of:

(a) one and one-half (1-1/2) times the employee's regular hourly for an overtime hour worked, or

(b) straight time off (one hour off for an overtime hour worked) plus one-half (1/2) the employee's regular hourly rate for an overtime hour worked, or

(c) time and one half (1 1/2) off.

19.04 (a) Time off shall be scheduled by the employee's Supervisor consistent with the effective operation of the service within thirty (30) days of the date on which the overtime was worked or at a later date mutually agreeable to the

employee and his Supervisor, otherwise the employee shall be paid for the overtime worked. **(Engineering and Field, Laboratory and Medical and Technical Inspection only)**

(b) **Highway Supervisors only:**

- (i) At the employee's request, banked overtime may be withdrawn each quarter - March 31st, June 30th, September 30th and December 31st.
- (ii) Notwithstanding (b) (i) above, as of March 31st of each year, all accumulated banked overtime for the previous calendar year - January 1st to December 31st (less any requested compensatory time-off) shall be paid out at the rate it was earned.
- (iii) Special or unusual circumstances for compensation of banked overtime shall be accommodated where mutually agreed upon.

19.05 A Highway Supervisor who has accumulated forty (40) hours work in one week will not be replaced in the performance of the employee's duties by an employee of another classification for the purpose of the employer avoiding payment for overtime services.

19.06 Article 19 does not apply to Engineering Technician V, District Maintenance Manager and Senior Technical Advisor.

ARTICLE 20 - PREMIUM PAY

20.01 Callback

(a) An employee eligible for overtime who is called into work after the employee has completed the employee's scheduled work period and left the employee's place of work shall be guaranteed a minimum of three hours pay at the overtime rate for such callback. **(Engineering and Field only)**

(b) This Article does not apply to: regularly scheduled overtime, overtime which is continuous to the employee's scheduled work period, or to duties of an employee required to be performed from time to time in excess and outside of the employee's scheduled work period but not normally subject to specific callback by the Employer. **(Engineering and Field only)**

20.02 Stand-by

(a) "Stand-by" means any period of time during which, on the instructions of Management, an employee is required to be available for work. **(Laboratory and Medical, & Public Health Inspectors only)**

(b) An employee required to serve on authorized stand-by duty will be compensated at the rate of \$1.30 per hour for each hour on stand-by. **(Laboratory and Medical, & Public Health Inspectors only)**

20.03 Where an employee:

- (a) is on stand-by and is called in to work, or
- (b) is not on stand-by and is called in to work, or
- (c) is scheduled to work overtime when such overtime does not continuously precede or follow the employee's normal work schedule,

such employee shall be paid a minimum of three hours pay at the overtime rate for each such return to work. However, the maximum hours of pay for any eight hour shift shall be eight hours at the overtime rate. **(Laboratory and Medical, & Public Health Inspectors only)**

20.04 An employee who is called into work under 20.03 (a) or (b) shall be paid a transportation allowance of actual taxi fare to a maximum of \$5.00 each way between the employee's residence and place of work. An employee using a privately owned vehicle may also claim this allowance based on the equivalent of actual taxi fare between the employee's residence and place of work, not to exceed \$5.00 each way. **(Laboratory and Medical only)**

20.05 Where an employee is called back to work after midnight on a day that the employee is scheduled to work on a regular day shift and the employee is required to work three hours or longer on such call back, the employee shall be allowed to return home upon completion of the call back work to rest five (5) hours after completion of the stand-by shift before reporting to carry out his regular day shift assignment. To the extent that the five (5) hour period referred to above overlaps the regularly scheduled shift of the employee, he shall not lose any pay for hours not worked during his regular shift as a result of the overlap period. **(Laboratory and Medical only)**

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 The rates of pay for employees shall be in accordance with the rates set out in the attached Schedules which form part of this Agreement.

21.02 If a new classification comes into being during the life of this Agreement, or there is a significant change in the level of duties, responsibilities, or qualification requirements of an existing classification, which affect any member of the Bargaining Unit, the pay for such classification shall be determined by negotiations between the Employer and the Association.

21.03 In the event that the Employer and the Association are unable to agree on the pay rate for such classification, (per Article 21.02 above) the dispute shall be submitted to binding arbitration by either Party. Within five (5) days of notice to the other Party of such an intent the Parties shall name side members to the Arbitration Board who shall in turn within ten (10) days of that five (5) day period name a Chairman. If the side members are unable to agree upon a Chairman then the Chairman of the Labour and Employment Board shall be asked to appoint a Chairman.

21.04 The Association recognizes the Employer's exclusive right to assign duties and classify the positions of employees. An appeal by an employee concerning the classification assigned to the employee's position shall be subject to the Classification Appeal Process and related procedures as amended from time to time.

21.05 Anniversary Dates:

(a) Anniversary dates for employees may remain unchanged; or at the discretion of the Deputy Head, the anniversary dates for employees in a department may be changed to a common date.

(b) Where the practice of individual anniversary dates is retained, the anniversary date of an employee is the date the employee commenced work or subsequently the date the employee was last promoted.

(c) Where a common anniversary date is chosen, the Deputy Head may, on the first anniversary date under the changed procedure, pro-rate or delay the number of pay steps granted to an employee for the purposes of equitable implementation, as per established pro-rating procedures.

21.06 Merit Increases:

(a) Subject to documented assessment and performance review undertaken pursuant to the Performance Management System, an employee on anniversary date may be granted an increase of up to five pay increments in the pay scale, not to exceed the control point maximum.

(b) The Employer shall notify the employee in writing when an annual increment(s) is not granted or when an annual increment of less than two (2) increments is granted. Such notice shall contain the Employer's reason(s) as to why the employee's work performance was not satisfactory.

(c) An employee who has not been granted a merit increase of at least two (2) increments, shall have the right to refer their performance evaluation to the Director of Human Resources or designate for review by the Review Committee that has been established in the employing department. The employee shall have the right to make written submission to the Review Committee.

(d) At the discretion of the Deputy Head, anniversary date merit increases, or portions thereof may be delayed and granted at a subsequent date, without change to the employee's anniversary date.

(e) Where an employee is not granted a pay increment(s) due to an omission or error, the employee shall be granted the increase on a subsequent date, retroactive to their anniversary date for such increment(s).

(f) The number of merit increase pay increments granted for part-time or seasonal employees should be pro-rated or delayed in relation to length or work periods.

(g) Employees paid at or above the control point maximum of the pay range are ineligible for merit increases.

21.07 Rate of Pay on Promotion, Demotion, Transfer

(a) Where an employee is promoted to a position having a higher control point maximum than the control point maximum of the old position, the employee is paid at the nearest rate of pay that provides an increase of four (4) pay increments not to exceed the control point maximum of the new pay range.

(b) Where an employee is promoted, adjustment of salary shall be effective on the first day of the bi-weekly pay period that includes the effective date of the appointment to that position.

(c) Where an employee who is eligible for a merit increase is promoted on the anniversary date, the employee shall be granted both a merit increase and a promotional increase.

(d) Where an employee is appointed to a position having a lower control point maximum, or an employee's duties are reclassified to a classification having a lower control point maximum and the employee's rate of pay is above the control point maximum of the new classification, the employee shall be retained at the employee's current rate of pay for one (1) year after which, at the discretion of the Employer, the employee may be either placed at the control point maximum of the new classification or retained at his/her current rate of pay. **(Engineering and Field and Laboratory and Medical only)**

(i) Where an employee is appointed to a position having a lower control point maximum, or the employee's duties are reclassified to a classification having a lower control point maximum and the employee's rate of pay is above the control point maximum of the new classification, the employee shall be retained at the employee's current rate of pay until such time the control point maximum of the new classification reaches the employee's current rate of pay. **(Technical Inspection and Highway Supervisors only)**

If the employee's rate is below the control point maximum of the new pay range applicable to the employee, the employee shall be installed in the new pay range at the rate which is closest to the employee's present rate and which is not a decrease.

(e) If an employee requests and is granted a demotion and the employee's current rate of pay is more than the control point maximum of the rate of pay for the classification to which the employee is demoted, the employee shall be paid at the control point maximum for the lower classification.

(f) On lateral transfer, an employee continues to be paid at the same rate of pay.

21.08 Acting Pay

(a) Where an employee is required to perform the primary functions of a higher paid position for a temporary period of three (3) or more consecutive working days the employee shall be eligible for acting pay during the period of temporary assignment. An employee shall have the right to refuse a temporary assignment.

(b) Where an employee is assigned to perform the primary functions of a higher paid position for a temporary period in excess of one half (1/2) the number of working days in a calendar month, the employee shall be eligible for acting pay for those days when assigned. Acting periods of less than one (1) day shall not be included in calculating entitlement.

(c) The rate of acting pay shall be the minimum rate for the classification of the employee who is being replaced, or the equivalent of four (4) pay increments above the acting employee's regular rate of pay, whichever is greater. An employee cannot be paid above the control point maximum for the position in which the employee acts.

(d) Where an employee is required to perform for a temporary period the duties of a lower paid classification the employee shall not lose any rights the employee may have to a merit increase.

21.09 Re-earnable Increments

(a) An employee paid at the control point maximum may be granted on anniversary date re-earnable increments, not to exceed the discretionary maximum. Authorization must be based on performance as assessed pursuant to the Performance Management System.

(b) Re-earnable increments refer to temporary payments equivalent to pay increments increases, authorized at the discretion of the Deputy Head. Such re-earnable increments are not to exceed the equivalent of four pay increments.

(c) Re-earnable increments are not included in base pay and do not constitute pensionable earnings.

(d) Re-earnable increments may be included with bi-weekly pay, paid out periodically or at one time, based on the amount and duration of the increment authorized.

21.10 Travel Regulations

(a) Except as otherwise provided by Article 21.11 the Travel and Removal Regulations as approved by Board of Management other than Appendix A and B which shall be as amended from time to time, shall apply. The current application of these regulations to members of the bargaining unit shall continue for the life of this collective agreement. **(Engineering and Field only)**

(b) The Travel Policies as amended by the Board of Management from time to time shall apply. **(Technical Inspection, Highway Supervisors and Laboratory and Medical only)**

21.11 (a) Where members of the bargaining unit are required by the employer to live in premises supplied by the employer and providing such premises are adequately equipped for such purposes employees shall receive an allowance of \$135.00 per month. **(Engineering and Field only)**

(b) Where members of the bargaining unit are required by the Employer to obtain outside board and lodging in one location for continuous periods in excess of twelve (12) working days the employer shall compensate the employee at the choice of the employee: **(Engineering and Field only)**

(i) room and board allowance of \$500.00 per month paid directly to the employee, or **(Engineering and Field only)**

(ii) actual cost for lodging plus meal allowance as per the Travel Policy. **(Engineering and Field only)**

(c) Where members of the Bargaining Unit are required by the Employer to obtain meals outside the Province (e.g., N.S., P.E.I.) the rate shall be as per the Travel Regulations. **(Engineering and Field only)**

(d) Where board is being paid direct to a landlord/landlady and operational requirements necessitate the purchase of a meal(s), the Employer may reimburse the employee the cost of the meal(s) at the prevailing rate. **(Engineering and Field only)**

21.12 Dues

(a) Employees covered by the provisions of this Agreement shall be reimbursed by their respective Departments for the dues paid by them to any Association or organization, the eligibility of membership in which is established as a necessary special requirement or prerequisite for employment. **(Engineering and Field and Laboratory and Medical only)**

(b) The employer agrees to continue its present policy respecting the payment of Trades Certification fees, dues and subscriptions to Professional Societies and Organizations. **(Technical Inspection only)**

(c) In the application of 21.12 (b) above when, in the opinion of the Employer, an employee fails to continue approved courses or other educational programs sponsored by such Societies or Organizations or fails to participate actively in other programs sponsored by such Societies and Organizations, the Employer may, after notice to the employee, discontinue payment of dues, fees and/or subscriptions. Such discontinuance may be made the subject of grievance and referable to adjudication. **(Technical Inspection only)**

(d) During the term of this agreement should the Employer initiate a mandatory course(s) for employees who have been accredited as per their respective classification series, failure to successfully complete such course(s) shall not be grounds to demote an employee or to deny employees their anniversary increment.

21.13 Telephone Calls

When an employee is required to place a long distance telephone call for the purpose of carrying out the employee's duties for the Employer, the employee shall be reimbursed the cost of the long distance call. **(Highway Supervisors only)**

21.14 An employee who has successfully completed a Technical Training Program approved by the employer may be recommended by the employer for promotion from a Highway Supervisor I to a Highway Supervisor II. **(Highway Supervisors only)**

ARTICLE 22 - STATUTORY HOLIDAYS

22.01 (a) Employees shall have the following holidays off without loss of pay:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) the day fixed by proclamation of the Governor-In-Council for the celebration of the birthday of the Sovereign;
- (e) Canada Day;
- (f) New Brunswick Day;
- (g) Labour day;
- (h) the day fixed by proclamation of the Governor-In-Council as a general day of Thanksgiving;
- (i) Remembrance Day;

- (j) Christmas Day;
 - (k) Boxing Day;
 - (l) any other day duly observed as a Provincial or National Holiday.
- (b) Employees shall have the following days off without loss of pay, for Christmas Day and Boxing Day;
- (i) when Christmas Day is Monday - the 25th and 26th of December;
 - (ii) when Christmas Day is a Tuesday - the 24th, 25th, and 26th of December;
 - (iii) when Christmas Day is a Wednesday or Thursday - the afternoon of the 24th, 25th and 26th of December; or
 - (iv) when Christmas Day is a Friday, a Saturday, or a Sunday, the 24th through to the 27th of December, inclusive.

22.02 In order to receive holiday pay an employee must have worked the workday before and the workday after the holiday, unless the employee was on authorized leave with pay. Article 22.01 shall not apply to an employee during any period the employee is on leave of absence without pay, absent without leave, or under suspension.

22.03 When a day designated as a holiday under clause 22.01 coincides with an employee's day off, that employee shall be granted another day off without loss of pay in lieu of the holiday.

22.04 (a) Where the Employer requires an employee to work on a holiday or any portion of a holiday the employee shall be compensated for the hours worked at one and one-half times his/her hourly rate in addition to his/her regular pay for the day. **(Engineering & Field, Highway Supervisors, Technical Inspection only)**

- (i) Where the Employer requires an employee to work on a holiday or any portion of a holiday the employee shall be compensated for the hours worked at one and one-half (1-1/2) times his hourly rate in addition to his regular pay for the day and shall be granted another day off with pay in lieu of the holiday. **(Laboratory and Medical only)**

(b) Where the Employer schedules an employee to work on a regular shift on a holiday or to remain on stand-by, the employee shall be compensated by payment for the hours of work performed at the overtime rate and the employee shall have his holiday rescheduled. **(Laboratory and Medical only)**

(c) Where the Employer requires an employee to work on Christmas or Boxing Day, that employee shall be compensated by payment for the hours of work performed at two (2) times the employee's regular rate of pay, in addition to the regular day's pay as provided for in Article 22.01. **(Engineering & Field, Highway Supervisors, Technical Inspection only)**

22.05 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

22.06 Except in the case of events which the Employer through proper diligence could not have reasonably foreseen, the Employer shall provide at least five (5) working days notice to an employee who will be required to work on a designated holiday.

The Employer undertakes to advise contractors of the Employer's commitment to its employees by virtue of Article 22.06.

22.07 Employees whose days of rest do not fall on Saturday and Sunday shall be granted time off at Christmas which is equivalent to that granted to other employees.

ARTICLE 23 - VACATIONS

23.01 The vacation leave credit:

- (a) for employees with less than eight consecutive years employment shall be one and one-quarter (1 1/4) days per calendar month; and
- (b) for employees with eight or more consecutive years employment shall be one and two-thirds (1 2/3) days per calendar month; and
- (c) for employees with twenty or more consecutive years employment shall be two and one-twelfth (2 1/12) days per calendar month.

23.02 Subject to clause 23.04, each employee shall earn vacation leave credits for each full calendar month of employment. An employee who commences employment on or before the fifteenth (15th) of the month shall be eligible to begin accumulating vacation credits for that month. An employee who commences employment after the fifteenth (15th) of the month shall be eligible to begin accumulating vacation credits the following month.

23.03 In addition to an employee's regular working days, for the purpose of computing vacation entitlement, credits shall be given:

- (a) for days on which the employee is on vacation;
- (b) for days on which the employee is on a leave of absence with pay granted pursuant to the terms of this Agreement;
- (c) for days on which the employee is on sick leave pursuant to the terms of this Agreement; and
- (d) for days on which the employee is absent from work while receiving Worker's Compensation Benefits.

23.04 Where a continuous period of absence from work on leave of absence without pay, seasonal inactive period, or suspension from duty, not in violation of Article 14 (Discipline) exceeds one-half (1/2) the number of working days in any month, no vacation credits shall accumulate for that month but the employee shall retain any vacation credits accumulated prior to such leave or suspension from duty.

23.05 (a) Vacation shall be taken at a time authorized by the Employer and where operational requirements permit, at the time requested by the employee. Such request for vacation shall not be unreasonably withheld.

(b) Preference for vacation shall be on the basis of seniority. **(Laboratory and Medical only)**

(c) Employees shall notify the Employer in writing prior to April 15th of their preference for vacation dates. Where a scheduling conflict occurs between two or more employees for the same vacation period, operational requirements shall determine the vacation schedule. A written response shall be provided to each individual by May 30th. Following May 30th, any requests for leave will be responded to within ten (10) working days.

23.06 Vacations shall not be cumulative from year to year provided that vacation entitlement may be carried over to a subsequent year at the sole discretion of the Employer. An employee who wishes to carry the employee's vacation entitlement forward shall request the Employer's permission to do so, in writing, prior to the expiration of the calendar year in which the employee ordinarily would take the vacation sought to be carried forward.

Where the employee has not used up the employee's vacation in one year due to prolonged sickness, the employee will, in the event that the employee returns to work in the following year, be entitled to whatever vacation credits may have been earned and not taken in the previous years, provided they were carried over.

23.07 Every person, upon ceasing to be an employee, shall compensate the Employer for vacation which was taken but to which the employee was not entitled and the amount of the compensation shall be calculated at the employee's rate of remuneration at the time the employee ceased to be an employee.

23.08 An employee whose employment is terminated for any reason shall be paid with the employee's final pay an amount of money equivalent to any vacation which may have accrued to the employee's benefit in accordance with Article 23.01 above.

23.09 An employee on vacation who is called in to work shall be compensated for the time worked at the overtime rate and shall be granted equivalent time off with pay up to a maximum of seven and one-quarter (7 1/4) hours or eight (8) hours, depending on the employee's normal hours of work.

23.10 Seasonal employees shall receive improvements in vacation credit entitlements pursuant to Article 23.01 only after the completion of an amount of time equivalent to the number of years normally worked by full-time employees.

ARTICLE 24 - SICK LEAVE

24.01 Each employee in the Bargaining Unit shall accumulate sick leave credits at the rate of one and one-quarter (1-1/4) days per month for each calendar month of continuous employment up to a maximum of two hundred and forty (240) days.

24.02 Each employee who commences employment on or before the fifteenth (15th) of the month shall be eligible to begin accumulating sick leave credits for that month.

24.03 Each employee who commences employment after the fifteenth (15th) of the month shall be eligible to begin accumulating sick leave credits the following month.

24.04 Where a continuous period of absence from work on leave of absence without pay, seasonal inactive period, or suspension from duty exceeds one-half (1/2) the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits accumulated prior to such leave or suspension from duty.

24.05 For the purpose of computing sick leave accumulation the following shall be counted as working days:

- (a) days on which the employee is on vacation;
- (b) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement;
- (c) days on which the employee is on sick leave pursuant to the terms of this Agreement; and
- (d) days on which the employee is absent from work while receiving Worker's Compensation Benefits.

24.06 A deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is absent on sick leave. Absence on sick leave for less than one-half day may be deducted as one-half day, absence for more than one-half day but less than one full day may be deducted as a full day.

24.07 An individual employee may be required by the Employer to produce a Doctor's certificate for any period of absence in excess of three consecutive days for which sick leave is claimed and, if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's wages. Where the Employer has reason to believe an individual employee is abusing the sick leave privileges, the employee's Department may issue to the employee a standing directive that requires the employee to submit a medical certificate for any period of absence for which sick leave is claimed.

24.08 An employee who is absent from work on account of sickness or accident who wishes to use the employee's sick leave credits for such absence, must notify the employee's immediate Supervisor as soon as possible.

24.09 Where a deduction from salary is to be made pursuant to clause 24.07 hereof, the employee is to be so informed as soon as possible and the deduction shall be made if possible within sixty (60) days.

24.10 An employee who has used up the employee's sick leave credits, or has not yet earned sufficient credits, may be granted advanced sick leave without loss of pay for a period of up to fifteen (15) days and a deduction for such advanced sick leave shall be made from any credits subsequently accumulated by the employee.

24.11 (a) Where the employment of an employee who has been granted advanced sick leave in accordance with clause 24.10 is terminated for any reason, the employee shall compensate the Employer for any such leave granted to him that remains unearned at the time of termination of employment and shall be calculated at the employee's rate of remuneration at the time he ceased to be an employee.

(b) The parties agree that failure to comply with 24.11(a) above are grounds for the Employer to withhold any wages or other monetary benefits owing in an amount sufficient to reimburse the Employer the amount owing the Employer pursuant to Article 24.11(a).

24.12 An employee who becomes ill while on annual vacation, may use sick leave credits rather than lose a portion of the employee's vacation. In such cases where sick leave is claimed, proof of illness must be submitted to the Employer and the Employer is to be notified at the time of illness.

ARTICLE 25 - MATERNITY LEAVE

25.01 An employee on maternity leave may apply and receive the benefit of the maternity provisions of the Employment Insurance Act, as amended from time to time.

25.02 An employee requesting maternity leave shall submit the required Request for Leave Form accompanied by a medical certificate to the Employer at least fifteen (15) weeks prior to the anticipated delivery date.

25.03 Duration of Leave

Maternity leave shall commence six (6) weeks before the anticipated delivery date unless granted earlier than six (6) weeks or deferred. The Employer may require the employee to commence a leave of absence, only at such time as the employee, as a result of pregnancy, cannot reasonably and safely perform her duties. A medical certificate may be required. Maternity leave shall expire not later than eleven (11) weeks after delivery date unless the six (6) weeks she was entitled to before the delivery date were deferred, in which case the number of days not used shall be added to the eleven (11) weeks after the delivery date.

25.04 An employee returning from maternity leave shall give the Employer written notice of the fact at least ten (10) working days prior to returning to work with a written approval of a qualified medical practitioner. An employee returning to work from maternity leave shall be reinstated to her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave.

25.05 Supplementary Unemployment Benefit - An employee with one year's seniority who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance Benefits pursuant to the Employment Insurance Act, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for Employment Insurance Benefit eligibility.

25.06 In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

(a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, an allowance of seventy-five percent (75%) of the regular rate of pay for each week of the two (2) week waiting period less any other monies earned during this period; and

(b) payments equivalent to the difference between the EI benefits the employee is eligible to receive and seventy-five percent (75%) of her regular rate of pay, at the time maternity leave commences, less any other monies received during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

25.07 "Regular rate of pay" shall mean the rate of pay the employee was receiving at the time maternity leave commenced, but does not include retroactive adjustment of rate of pay, acting pay, shift premium, overtime, or any other form of supplementary compensation.

25.08 An applicant under Clause 25.05 above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

25.09 An employee who is absent from work and is receiving Workers' Compensation Benefits is not entitled to any benefits under this Article.

25.10 The Employer may, upon request in writing from the employee, extend the total period of unpaid maternity leave referred to in Clause 25.03.

25.11 During the period of up to seventeen (17) weeks only specified in 25.03 hereof:

(a) an employee continues to earn seniority and continuous service credits.

(b) where the employee participates in group insurance plans of the Employer, the employee and Employer shall continue their contributions to premiums as required by and subject to the terms of such plans.

25.12 An employee granted extended maternity leave pursuant to Clause 25.10 hereof may, where permissible under relevant group insurance plans, continue contributions, including those of the Employer during such extended leave.

25.13 An employee on Maternity leave shall continue to accrue entitlements for retirement allowance and vacation purposes. An employee maintains but does not accrue sick leave or vacation leave credits while on maternity leave. Periods of less than one (1) month shall not be counted in this calculation.

25.14 When an employee on maternity leave wishes to return to work earlier than provided for under 25.03, she shall give the Employer notice of the fact at least ten (10) working days in advance and the Employer will make every reasonable effort to accommodate her request.

25.15 Subject to Article 25.10 an employee on maternity leave who does not return to work at the expiry of her maternity leave shall be considered to have resigned her position.

25.16 An employee who resigns her position for maternity reasons shall retain her accrued benefits if she becomes re-employed in Part I within six (6) months from the date her resignation, provided such benefits have not been previously liquidated.

25.17 An employee shall be granted one (1) day's paternity leave without loss of pay within a reasonable period of time surrounding the occasion of the birth of his child.

25.18 Child Care Leave

(a) An employee who is the natural or adoptive parent shall be granted, upon request in writing, child care leave without pay for a period of up to thirty-seven (37) weeks.

(b) The thirty-seven (37) week child care leave period referred to in 25.18 (a) above shall commence no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than fifty-two (52) weeks after this date.

(c) The employee who is the natural mother of the child must commence the child care leave immediately upon expiry of maternity leave unless the employee and Employer agree otherwise, and shall give the Employer a minimum six weeks notice of her intent to take the child care leave. If the newborn child is hospitalized when maternity leave expires, the taking of the leave may be delayed.

(d) If the natural father intends to take child care leave, he shall give a minimum of six (6) weeks written notice to the Employer of the commencement date and duration of the leave.

(e) For adoptive parents, such leave shall be requested as soon as possible to the commencement of the leave.

(f) If both parents are employees, the thirty-seven (37) week child care leave may be taken by one parent, or shared by the two parents, provided the combined leave period does not exceed thirty-seven (37) weeks.

(g) An employee returning to work from child care leave shall be reinstated to his/her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay he/she was receiving immediately prior to departure on child care leave. If the employee's previously held position has been affected by layoff, the provisions of Article 17 shall apply.

(h) During the period of child care leave of up to thirty-seven (37) weeks only specified in clause 25.18 (a) thereto:

- (1) an employee continues to earn seniority and continuous service credits based on what her/his regular hours of work would have been;
- (2) where an employee participates in group insurance plans of the Employer, such an employee may, if permissible under the relevant plan, continue contributions, including that of the Employer to such group insurance plans. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums. (**Engineering and Field, Laboratory and Medical and Highway Supervisors only**);
- (3) where the employee participates in group insurance plans of the Employer, the employee and the Employer shall continue their contributions to premiums as required by and subject to the terms of such plans. (**Technical Inspection only**);
- (4) an employee maintains but does not accrue sick leave or vacation leave benefits for any calendar month in which he/she is absent on child care leave for more than one-half the number of working days in that month.

(i) The Employer may, upon request in writing from the employee, grant leave of absence without pay following completion of the child care leave requested in clause 25.18(a) above. An employee granted such leave of absence without pay may, where permissible under the relevant insurance plans, continue contributions including those of the Employer during such extended leave. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

25.19 Subject to Clause 25.18(a) above, an employee on child care leave who does not return to work at the expiry of such leave, shall be considered to have resigned his/her position.

25.20 An employee shall be granted one (1) day's paternity leave without loss of pay within a reasonable period of time surrounding the occasion of the birth of his child.

25.21 An employee who resigns his/her position for parental reasons shall retain his/her accrued benefits if he/she becomes re-employed in Part I within six (6) months from the date of his/her resignation.

25.22 Subject to Article 25.18, the total number of weeks an employee is eligible for parental leave may be shortened or lengthened by mutual agreement between the employer and the employee.

ARTICLE 26 - BEREAVEMENT LEAVE

26.01 Upon application an employee shall be granted seven (7) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral in the event of the death of a mother, father, person in loco parentis, spouse, son, daughter, brother, sister or grandchild. Additional bereavement leave may be granted under Article 26.04.

26.02 Upon application, an employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral, in the event of the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, spouse's grandparents, or other relative living in the employee's household. Additional bereavement leave may be granted under Article 26.04.

26.03 (a) An employee shall be granted three (3) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral, in the event of the death of the employee's aunt, uncle, niece or nephew.

(b) An employee shall be granted one (1) working day leave of absence, to attend the funeral, in the event of the death of the employee's ex-spouse, without loss of salary or benefits.

26.04 An employee may be granted a maximum of an additional three (3) days bereavement leave at the discretion of the Employer for the purpose of travel to attend the funeral of any relative set out in this Article or to carry out a family responsibility which the employee may be obliged to perform following the death of such relative.

26.05 Pallbearer Leave

One-half (1/2) day leave without loss of pay may be granted to an employee to attend a funeral as a pallbearer plus traveling time if necessary. Total leave is not to exceed one (1) day without loss of pay.

26.06 If an employee is on vacation leave at the time of bereavement, the employee shall be permitted to substitute bereavement leave so as not to use that portion of his vacation leave.

ARTICLE 27 - COURT LEAVE:

27.01 A Deputy Head shall grant leave with pay to an employee who is required:

- (a) to serve on a jury; or
- (b) to attend as a witness in any proceeding held
 - (i) in or under the authority of a court of justice;
 - (ii) before a court, judge, or coroner;
 - (iii) before the Senate or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or

- (iv) before an adjudicator or person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

27.02 If an employee serving in any of the above-mentioned capacities is not required to serve for the entire day, such employee shall then report to work.

27.03 Paid court leave shall not be granted,

- (a) to an employee when the court or similar proceedings have been initiated by himself;
- (b) to an employee to attend court or similar proceedings to which the employee is made a party and which are not associated with the employee's employment;
- (c) to an employee on leave of absence without pay or suspension.

27.04 Any fees received by an employee for attendance as a juror or witness shall be remitted to the Employer or the employee shall only be paid the difference between the employee's or her regular salary and the jury or witness fees received. This shall not apply to an employee on leave of absence without pay or under suspension or not otherwise receiving pay from the Employer for the time in question.

ARTICLE 28 - EDUCATIONAL LEAVE

The existing Education Leave Provision as prescribed in Schedule C shall continue in force and shall apply to employees in the Bargaining Units.

28.01 An employee must have completed the probationary period before being considered for educational leave.

28.01.01 An employee on educational leave may be granted financial assistance which may include all or a portion of the following costs: employee salary, tuition, travel expenses, meals and lodging, books, registration or examination fees, and any other related legitimate expenses.

28.01.02 An employee who is granted Long Term or Special Educational Leave, must sign a non-interest bearing promissory note for the amount of financial assistance received excluding the costs of salary of a replacement employee, and a Return Service Agreement.

28.01.03 The period of Return Service specified in a Return Service Agreement is to be for a minimum period of 12 months, or equal to the length of the education leave granted if greater.

28.01.04 Where an employee does not complete the Return Service Agreement, the promissory note is credited with an amount that bears the same ratio to the cost of the training as the completed service bears to the total Return Service Agreement. The remaining balance of the promissory note will be processed for collection unless waived.

28.01.05 An employee who does not satisfactorily complete the course or training ceases to be entitled to financial assistance but must fulfill any financial and return service commitments on a pro-rata basis. This requirement may be waived where the failure to satisfactorily complete the course or training was due to a cause beyond the employee's control.

28.01.06 (1) An employee on educational leave is eligible to accumulate sick and vacation leave credits. No carry over of vacation leave credits is permitted where educational leave is granted for a period of 12 months or more.

28.01.06 (2) A merit increase cannot be granted to an employee on long term or special educational leave but may be granted effective the first day of the month in which the employee returns to work.

28.01.07 (1) In determining the amount of financial assistance to be paid by the Employer, the percentage figure derived from the attached points guide may be applied to all or any part of the items included in the total financial assistance

requested. The points guide must be used to calculate the proportion of salary to be reimbursed while on long term or special education leave.

28.01.07 (2) Where an employee on educational leave receives other financial assistance from the Province which need not be repaid, the benefits under this educational leave policy may be reduced accordingly.

28.01.08 (1) Short Term Educational Leave may be granted for the purpose of taking professional; technical or skills training where the employee will be absent from work for a period of 30 working days or less.

28.01.08 (2) Expenses for transportation, board and lodging cannot exceed the maximum allowance permitted in the Travel Directive.

28.01.09 (1) An employee may be granted a Tuition Refund upon successful completion of courses that do not require the employee to be absent from work, or require only brief absences.

28.01.09 (2) Where an employee is eligible for a Tuition Refund, the employee may also be granted:

- (a) Leave of absence with pay for the purpose of writing examinations;
- (b) Payment of expenses of writing the examinations;
- (c) Payment of traveling expenses in accordance with the Travel Regulations.

28.01.10 (1) An employee may be granted Long Term Educational Leave for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period in excess of 30 working days.

28.01.10 (2) Subject to 28.01.07(1) an employee may be granted financial assistance to help cover the cost of the following expenses:

- (a) Tuition, where the claim is supported by a receipt.
- (b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.
- (c) Books.
- (d) Other agreed expenses directly related to the proposed course or training.

28.01.11 (1) An employee may be granted Special Educational Leave when selected by Government to attend Ecole Nationale D'administration, Ecole National D'administration Publique, National Defense College or a similar institution.

28.01.11 (2) Subject to 28.01.07(1) an employee may be granted financial assistance to help cover the following expenses;

- (a) Tuition, where the claim is supported by a receipt.
- (b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.
- (c) Other agreed upon expenses directly related to the course of training.

28.02 Subject to the Educational Leave Provisions prescribed in Article 28.01, the parties agree that:

where an employee is directed to take training on a full-time basis the employee shall continue to be paid the employee's regular salary, and the employee shall be reimbursed for all reasonable expenses connected with the employee taking the course and any examinations connected therewith.

28.03 It is recognized by the Parties that Second Language Instruction is of benefit to both the Employer and the employee. Where an employee requests leave for the above and such request is approved by the Employer or where an employee is required by the Employer to take Second Language Training the employee shall:

- (a) be granted leave without loss of his/her regular pay and;
- (b) be reimbursed for tuition and reasonable travel expenses.

ARTICLE 29 - LEAVE FOR ASSOCIATION BUSINESS

29.01 Meetings During the Grievance Process

- (a) Time off for Liaison Officers

A liaison officer shall obtain the permission of his immediate supervisor before leaving his work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend local meetings called by management. Such permission shall not be unreasonably withheld.

- (b) Employee presenting a Grievance

Where operational requirements permit, the Employer will grant to an employee:

- (i) where the Employer originates a meeting with the employee who has presented the grievance, time off with pay;
- (ii) where an employee who has presented a grievance seeks to meet with the Employer, time off with pay to the employee when the meeting is held in his district and leave without pay when the meeting is held outside his district.
- (iii) where an employee has presented a grievance, and a hearing is held at the final level of the Grievance Process, the employee shall be granted time off with pay to attend that hearing.

- (c) Employee who acts as a Representative

Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a Grievance, the Employer will, where operational requirements permit, grant time off with pay to the representative when the meeting is held in his district and leave without pay when the meeting is held outside his district.

- (d) Grievance Investigations

Where an employee has asked for or is obliged to be represented by an employee organization in relation to the presentation of a grievance and an employee acting on behalf of an employee organization wishes to discuss the grievance with that employee, the employee and the representative of the employee organization will, where operational requirements permit, be given reasonable time off with pay for this purpose when the discussion takes place in his district and leave without pay when it takes place outside his district.

29.02 (a) Liaison Officers: The Employer recognizes the functions of the Liaison Officer include:

- (i) servicing complaints or grievances on behalf of the members of the bargaining unit;

- (ii) receiving from the Employer and on behalf of the members in the workplace, information regarding Employer policies, etc., which affect employees.

(b) Each workplace will inform the Employer in writing of the name of the Liaison Officer(s) and provide an update from time to time.

29.03 Liaison Officers shall be entitled to leave their jobs with their supervisor's permission. Permission will not be unreasonably withheld. When resuming their regular work, each Liaison Officer shall report to their immediate supervisor and in the event of undue delay, will give their supervisor an explanation of their absence. Employees shall not suffer a loss of regular pay while attending these duties.

29.04 The Employer agrees to acquaint new employees who are performing bargaining unit work with the fact that a Collective Agreement is in effect and to inform the new employee of the name and location of their Liaison Officer.

29.05 Liaison Officer training courses: Where operational requirements permit, the Employer will grant leave without pay up to two (2) days to a reasonable number of employees who work in the capacity of the Liaison Officer on behalf of the Association to undertake training related to the duties of the Liaison Officer. The Employer will maintain the salary and benefits of the employee during such leave and the Union shall reimburse the Employer.

29.06 Contract Negotiations Meetings

Where operational requirements permit the Employer will grant leave without pay to a reasonable number of employees to attend contract negotiations meetings. Where it is mutually agreed between the parties an employee may be granted leave with pay for this purpose and the Association will reimburse the Employer for the employee's compensation for such day(s)'s leave granted.

29.07 Preparatory Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

29.08 Meetings Between Employee Organizations and Management

Where operational requirements permit, the Employer will grant time off with pay to a reasonable number of employees who are meeting with management in joint consultation.

29.09 Employee Organization Executive Council Meetings, Annual General Meetings and Conventions

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend employee organization Executive Council meetings, Annual General Meetings and Conventions.

29.10 The Association President

A leave of absence without pay for up to two (2) years shall be granted to a member of the New Brunswick Public Employees Association elected or appointed to a full-time position with the Association or any body with which the Association is affiliated. Such leave may be extended for a further two (2) year leave or more at the request of the employee. Such request shall not be unreasonably denied. Such leave shall be subject the following conditions:

- (a) At least sixty (60) days notice of intention to return to work shall be given to the Employer;

(b) The employee shall be returned to their previously held position. If the position is not available in their former workplace, they should be placed in a comparable position in the same department. The first available vacancy in

their former workplace, in the same classification and same employment status will be awarded to the employee without the necessity of posting:

(c) Any period of orientation required will be paid by the Employer and the Union will reimburse the Employer:

(d) During the period of leave, the employee may, if permissible under the relevant plan(s) continue their contribution and as well pay those of the Employer:

(e) The employee's seniority shall continue to accrue.

ARTICLE 30 - OTHER LEAVES OF ABSENCE

30.01 Examination Leave

(a) If the Employer requires an employee to write an examination or attend a competition to assess the qualifications of the employee, and the employee is required to be away from the employee's job in order to write the examination or attend the competition, the employee shall not suffer any loss of pay or break in service for the time absent from the job.

(b) Where an employee has taken an authorized Educational Course, at the request of the Employer, the employee shall be reimbursed for all reasonable expenses incurred by him for the purpose of attending any and all interviews and/or examinations for accreditation by the recognized Professional Society, Educational Body or Institution. Where there is a choice, the date and location of the employee's attendance will be at the discretion of the Employer.

30.02 Conference Assignment

Where the Employer assigns an employee to attend a conference or seminar, payment of the employee's reasonable expenses may be approved by the Employer.

30.03 Leave for Other Reasons

At the discretion of the Employer, special leave with pay may be granted when circumstances not directly attributable to the employee including illness in the immediate family, scheduling of medical or dental appointments prevents the employee reporting for duty. Such leave will not be unreasonably denied.

30.04 (a) The Employer may at its discretion grant leaves of absence without pay to an employee. Such leave will not be unreasonably denied.

(b) The Employer may at its discretion and upon such terms as it deems advisable grant leave of absence with pay to an employee.

ARTICLE 31 - HEALTH AND SAFETY

31.01 (a) The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment.

(b) Protective devices, protective clothing and other equipment deemed necessary by the Occupational Health and Safety Act to protect employees properly from injury, other than those of personal nature, shall be supplied by the Employer.

31.02 It is mutually agreed that both the Employer and Association shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.

31.03 (a) An employee required to wear safety footwear shall, upon proof of purchase, be reimbursed by the Employer for the actual cost of C.S.A. approved footwear up to a maximum of:

- (i) \$80.00 per fiscal year or;
- (ii) \$160.00 over a two consecutive fiscal year period.

This would be effective the date of signing.

(b) The Employer agrees to reimburse each employee on the basis of uniforms and laboratory coats or other appropriate clothing and footwear purchased up to \$125.00 per employee per fiscal year, provided that such clothing is in keeping with professional appearance and the employee submits acceptable proof of purchase to the Employer. The Employer will launder uniforms and laboratory coats. **(Laboratory and Medical only)**

(c) Where the Employer requires an employee to wear specific uniforms, such uniforms will be supplied by the Employer.

(d) Every effort will be made to provide summer issue clothing by May fifteenth (15th) and winter clothing by September fifteenth (15th) of each year.

(e) The Employer agrees to clean and repair issued clothing in accordance with current practices.

31.04 An employee required to wear safety prescription glasses, shall be reimbursed by the Employer to the extent of one half (1/2) the cost of CSA (Industrial) approved lens and frames.

ARTICLE 32 - EMPLOYEE BENEFITS PROGRAMS

32.01 Blue Cross

(a) The Employer shall pay seventy-five percent (75%) of the cost of premiums of Blue Cross TD129 Plan or its equivalent for all employees. Employee enrollment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

(b) The Employer shall pay fifty percent (50%) of the cost of a basic Blue Cross Dental Plan or its equivalent, as agreed between the parties, for all employees. Employee enrollment in this Plan shall be on a voluntary basis. Upon implementation the Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

(c) In the event that, during the life of this Agreement, additional benefits are added to the Blue Cross Plans resulting in higher premiums being levied by Blue Cross, the Employer agrees that its contribution shall be automatically adjusted so as to maintain the present cost sharing basis of the Plan.

32.02 Injured on Duty

All of the persons in the Unit shall be covered by the provisions of the Worker's Compensation Act, of the Province of New Brunswick.

An employee receiving compensation benefits under the Worker's Compensation Act for injury on the job shall receive the difference between the employee's regular pay and the benefit that is paid by the Workplace, Health, Safety and Compensation Commission during the employee's period of total temporary disability.

The absence of an employee who is receiving compensation benefits under the Worker's Compensation Act shall not be charged against the employee's sick leave credits or vacation credits.

For the purpose of this Article, where the Workers' Compensation Board benefits are reduced by the amount of any Canada Pension Plan payments, these payments shall be deemed to form part of the Workers' Compensation Board benefits.

32.03 Group Life Insurance

(a) The Employer shall cooperate with the Association to the extent that it agrees to recognize an employee's authorization to deduct Group Life Insurance Premiums from such employee's earnings and remit to the Association for participation in any plan other than the Employer's plan.

(b) The Employer and each employee shall participate in the existing Group Life Insurance Plan for Civil Service Employees on the same basis as at present.

32.04 Retirement Allowance

(a) When an employee having continuous service of five (5) years or more, retires due to disability, death, or age, or is laid off, the Employer shall pay such an employee or beneficiary of employee, a retirement allowance equal to five (5) days' pay for each full year of continuous service but not exceeding one hundred and twenty-five (125) days' pay, at the employee's regular rate of pay.

(b) An employee who "retires" is one who retires at age fifty-five (55) (or later) due to disability and is granted a pension under the *Public Service Superannuation Act*.

(c) Where an employee dies, or retires due to disability or age, the retirement allowance shall be a lump sum payment, payable forthwith to the employee, their beneficiary, or estate as the case may be.

(d) Where an employee is laid off, the retirement allowance shall be paid in a lump sum twelve (12) months after the date the employee was laid off, to the employee, the employee's beneficiary, or estate as the case may be. This is provided the employee has not been re-hired in the Public Service during the twelve (12) month period.

(e) At the written request of an employee, payment of retirement allowance may be held over to the taxation year following the year in which the retirement allowance would normally be paid.

32.05 Retirement

The normal retirement age shall be sixty-five (65). An employee's employment shall be extended beyond the age of sixty-five (65) provided that:

(a) the employee requests such extension in writing a minimum of three (3) months prior to reaching the normal retirement age, and

(b) there shall be no interruption and/or discontinuation of service, and

(c) such employee is capable of performing his assigned duties.

32.06 Liability Protection

Employees shall be covered by the Employers Personal Liability Protection Policy as stated in Board of Management Minute 98.0551 and as amended from time to time.

32.07 A seasonal employee shall accumulate service credits for retirement allowance on a prorated basis; the prorate being the hours regularly worked in relation to the normal hours worked for full-time employees.

ARTICLE 33 - PART-TIME EMPLOYEE PROVISIONS

33.01 (a) A part-time employee shall accumulate the following on a pro-rated basis; the pro-ratio being the hours regularly worked in relation to the normal hours worked for full-time employees:

- (i) seniority
- (ii) vacation credits
- (iii) sick leave credits
- (iv) service credits for retirement allowance
- (v) statutory holiday.

(b) All other leaves are applicable on a pro-rated basis.

33.02 Notwithstanding Article 22, where a holiday falls on a part-time employee's scheduled workday, the employee shall receive the holiday without loss of pay. Where a holiday falls on a part-time employee's regular day off, the holiday is not rescheduled nor is the part-time employee otherwise compensated.

33.03 Notwithstanding Article 21.05, a part-time employee shall be eligible for an anniversary pay increment only after completion of each total annual hours of work normally worked by full-time employees.

33.04 Participation of a part-time employee in any group benefit plan is subject to the terms of such plan.

33.05 Part-time employees may participate, on a voluntary basis, in the pension plan for part-time employees with equal contributions from employer and employee up to 4.5%.

ARTICLE 34 - PORTABILITY

34.01 Upon transfer from Parts II, III or IV of the Public Service:

- (a) an employee is entitled to transfer unused sick leave credits to a maximum of 240 days credit;
- (b) an employee is entitled to transfer unused vacation leave credits.

(c) an employee is entitled to include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements. The total number of years of continuous employment cannot be included when the employee's terms and conditions of employment immediately prior to transfer did not include a retirement allowance provision;

(d) an employee shall be entitled to transfer the employee's accumulated pension credits to any other pension plan that is applicable upon the employee's becoming employed in another part of the Public Service according to the terms of the reciprocal agreement in effect.

ARTICLE 35 - TECHNOLOGICAL CHANGE

35.01 Technological change means the introduction of equipment or material of a different technical nature or kind than that previously used by the Employer, and a change in the manner in which the Employer carries on its operations that is directly related to the introduction of that equipment or material.

35.02 When the Employer is considering the introduction of technological change which substantially changes the duties performed by employees in the Bargaining Unit the Employer agrees to notify the employees and the Association at least four (4) months in advance of such intention.

35.03 If, as a result of a change in technology, the Employer requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during the hours of work whenever possible. Any training due to technological change shall be at the Employer's expense without loss of pay to the employee.

35.04 If, after a reasonable period of training the employee is unable or unwilling to acquire sufficient competence, the Employer shall make every effort to retain the employee in such position as may be available within the competence of the employee. Should technological change result in lay off of an employee, the affected employee shall be laid off in accordance with the lay off provisions of this Agreement.

ARTICLE 36 - MERGER AND AMALGAMATION

36.01 Except in cases of emergency should the Province merge, amalgamate or combine any of its operations or functions or take over any of the operations or functions of another body which substantially changes the duties performed by employees in the bargaining unit, the employer agrees to notify in writing the employees and the Association at least one hundred and twenty calendar days in advance of the implementation of such change.

36.02 Discussion will commence between the parties within ten (10) days of such notice. The employer shall make every reasonable effort to provide continuous employment in their current classification for employees affected in the bargaining unit. Any employee affected by such take over shall be offered alternate employment, if available with their present employer or another institution, agency or department covered by this agreement and in the latter case, seniority of employees in the amalgamated agency or institution, shall be considered as one (1) list. If alternate employment is not available, layoff shall be in accordance with the layoff provisions of this agreement.

36.03 Where a new operation is planned to replace an existing one, current employees will be given preference in filling available positions provided they have the ability, qualifications and skills to do the work.

36.04 If as a result of a merger or amalgamation the employer requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during hours of work whenever possible. Any training due to merger and amalgamation shall be at the employer's expense without loss of pay to the employee.

36.05 If after a reasonable period of training the employee is unable or unwilling to acquire sufficient competence the employer shall make very effort to retain the employee in such position as may be available within the competence of the employee. If no such position is available the employee shall be laid off in accordance with the lay off provisions of this agreement.

ARTICLE 37 - DURATION AND TERMINATION

37.01 This agreement constitutes the entire agreement between the Parties and shall be in effect for the term beginning December 1, 2001 (Engineering & Field); (Highway Supervisors); (Laboratory and Medical) (Technical Inspection), and ending November 30, 2005 and shall be automatically renewed thereafter for successive periods of Twelve (12) months unless either Party requests the negotiations of a new Agreement by giving written notice to the other Party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or renewal thereof.

37.02 Where a notice requesting negotiation of a new agreement has been given, this Agreement shall remain in full force until such time as an agreement has been signed in respect of a renewal, amendment, or substitution thereof, or until such time as a deadlock is declared under the Public Service Labour Relations Act.

ARTICLE 38 - RETROACTIVITY

38.01 Unless otherwise stated in the agreement, all new wages are retroactive as per the salary schedules listed in this Collective Agreement.

38.02 (a) All present employees are entitled to retroactive pay for all paid hours.

(b) The following employees are entitled to retroactive pay on a prorated basis: employees who retired after the expiry date of the previous Collective Agreements (s); employees who were laid off prior to the date of signing; and employees on approved leave of absence on the date of signing.

38.03 Other employees who were employed on the date of expiration of the previous Collective Agreement(s) and who are not employed on the date of signing of this agreement shall be entitled to retroactive pay provided they make claim by notice in writing to the employer within forty-five (45) calendar days from the date of signing of this Collective Agreement.

38.04 All other changes are effective on the date of signing of the collective agreement otherwise specifically stated in the agreement.

IN WITNESS WHEREOF, the parties have signed this 28th day of May, 2003.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

Joanne McCarthy

Hon. Peter Mesheau

Howard Pelky

Hon. Rodney Weston

John White

Bonita Owen

G. Rouleau

C. M. DeWolfe

Donald Bélanger

Theresa Ried

Renée Pecskovszky

Brian Cross

Ron Cormier

Norman Cloustan

Thomas Mann

A. W. Currie

**SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
EFFECTIVE DECEMBER 1, 2001**

	Min																		Control Point Max	Disc Max									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24					
Group 1	882	905	917	929	939	951	963	975	987	999	1010	1022	1034	1046	1060	1072	1085	1098	1110	1125	1140	1154	1167	1182					
Group 2	976	988	1000	1012	1023	1035	1047	1061	1073	1086	1099	1111	1126	1141	1155	1168	1183	1199	1212	1227	1241	1257	1271	1286					
Group 3	1062	1074	1087	1100	1112	1127	1142	1156	1169	1185	1200	1213	1228	1243	1258	1272	1287	1302	1317	1335	1352	1368	1384	1401					
Group 4	1154	1167	1182	1198	1211	1226	1240	1256	1270	1285	1299	1315	1332	1349	1366	1381	1400	1417	1433	1450	1468	1485	1503	1521					
Group 5	1268	1283	1297	1313	1330	1347	1364	1379	1398	1415	1431	1448	1466	1483	1501	1519	1537	1556	1576	1596	1616	1635	1654	1673					
Group 6	1396	1413	1429	1446	1464	1481	1499	1517	1535	1554	1573	1593	1612	1632	1651	1671	1692	1711	1732	1752	1773	1797	1817	1839					
Group 7	1527	1546	1563	1583	1603	1624	1642	1662	1682	1702	1722	1742	1765	1787	1809	1831	1852	1875	1899	1920	1943	1966	1990	2015	* 24 204	25 206	26 208	27 208	28 2113
Group 8	1664	1684	1704	1724	1744	1767	1789	1811	1833	1854	1877	1901	1922	1946	1970	1993	2018	2044	2068	2092	2117	2143	2168	2194					

Group 1 Appraiser I Cartographic Technician I Commercial Artist I Photographic Technician I Photographic Technician II Engineering Technician I Assessor I	Group 2 Fish Inspector I Photographer I Public Health Technician Cartographic Technician II	Group 3 Audio Visual Producer I Engineering Technician II Commercial Artist II Photographer II Cartographic Technician III	Group 4 Appraiser II Assessor II Highway Supervisor I Audio Visual Producer II Fish Inspector II Engineering Technician III Lab Technologist I Photographic Supervisor	Group 5 Abstractor Cartographic Technician IV Engineering Technician IV Highway Supervisor II	Group 6 Appraiser III Assessor III Lab Technologist II Reg Envir. Enforcement Super Technical Serv Inspector I	Group 7 Engineering Technician V Appraiser IV Assessor IV Public Health Inspector Fish Inspection Super Lab Technologist III Technical Serv Inspector II Technical Serv Inspector II-F Technical Serv Inspector III
Group 8 Property Management Agent Senior Technical Advisor District Maintenance Manager Appraiser V Technical Services Inspector IV						*Only positions classified as Technical Service Inspector III OR those classified as Tech. - Serv Inspector II that possess the National Board of Boiler Inspector Nuclear certification , may proceed to Step 24 of the

**SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
EFFECTIVE JUNE 1, 2002**

	Min																		Control Point Max	Disc Max								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Group 1	889	912	924	936	946	958	970	982	994	1007	1018	1030	1042	1054	1068	1080	1093	1106	1118	1133	1149	1163	1176	1191				
Group 2	983	995	1008	1020	1031	1043	1055	1069	1081	1094	1107	1119	1134	1150	1164	1177	1192	1208	1221	1236	1250	1266	1281	1296				
Group 3	1070	1082	1095	1108	1120	1135	1151	1165	1178	1194	1209	1222	1237	1252	1267	1282	1297	1312	1327	1345	1362	1378	1394	1412				
Group 4	1163	1176	1191	1207	1220	1235	1249	1265	1280	1295	1309	1325	1342	1359	1376	1391	1411	1428	1444	1461	1479	1496	1514	1532				
Group 5	1278	1293	1307	1323	1340	1357	1374	1389	1409	1426	1442	1459	1477	1494	1512	1530	1549	1568	1588	1608	1628	1647	1666	1686				
Group 6	1406	1424	1440	1457	1475	1492	1510	1528	1547	1566	1585	1605	1624	1644	1663	1684	1705	1724	1745	1765	1786	1810	1831	1853				
Group 7	1538	1558	1575	1595	1615	1636	1654	1674	1695	1715	1735	1755	1778	1800	1823	1845	1866	1889	1913	1934	1958	1981	2005	2030				
																							* 24	25	26	27	28	
																									205	207	210	
																									5	8	4	2129
Group 8	1677	1697	1717	1737	1757	1780	1802	1825	1847	1868	1891	1915	1936	1961	1985	2008	2033	2059	2084	2108	2133	2159	2184	2210				

Group 1 Appraiser I Cartographic Technician I Commercial Artist I Photographic Technician I Photographic Technician II Engineering Technician I Assessor I	Group 2 Fish Inspector I Photographer I Public Health Technician Cartographic Technician II	Group 3 Audio Visual Producer I Engineering Technician II Commercial Artist II Photographer II Cartographic Technician III	Group 4 Appraiser II Assessor II Highway Supervisor I Audio Visual Producer II Fish Inspector II Engineering Technician III Lab Technologist I Photographic Supervisor	Group 5 Abstractor Cartographic Technician IV Engineering Technician IV Highway Supervisor II	Group 6 Appraiser III Assessor III Lab Technologist II Reg Envir. Enforcement Super Technical Serv Inspector I	Group 7 Engineering Technician V Appraiser IV Assessor IV Public Health Inspector Fish Inspection Super Lab Technologist III Technical Serv Inspector II Technical Serv Inspector II-F Technical Serv Inspector III
Group 8 Property Management Agent Senior Technical Advisor District Maintenance Manager Appraiser V Technical Services Inspector IV						*Only positions classified as Technical Service Inspector III OR those classified as Tech. - Serv Inspector II that possess the National Board of Boiler Inspector Nuclear certification , may proceed to Step 24 of the

**SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
EFFECTIVE DATE OF SIGNING**

	Min																		Control Point Max	Disc Max									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24					
Group 1	905	928	940	952	963	975	987	999	1011	1025	1036	1048	1060	1072	1087	1099	1112	1125	1138	1153	1169	1183	1197	1212					
Group 2	1000	1012	1026	1038	1049	1061	1074	1088	1100	1113	1126	1139	1154	1170	1184	1198	1213	1229	1242	1258	1272	1288	1303	1319					
Group 3	1089	1101	1114	1127	1140	1155	1171	1185	1199	1215	1230	1243	1259	1274	1289	1304	1320	1335	1350	1369	1386	1402	1418	1437					
Group 4	1183	1197	1212	1228	1241	1257	1271	1287	1302	1318	1332	1348	1366	1383	1400	1415	1436	1453	1469	1487	1505	1522	1541	1559					
Group 5	1300	1316	1330	1346	1364	1381	1398	1413	1434	1451	1467	1485	1503	1520	1539	1557	1576	1595	1616	1636	1657	1676	1695	1716					
Group 6	1431	1449	1465	1483	1501	1518	1536	1555	1574	1593	1613	1633	1652	1673	1692	1714	1735	1754	1776	1796	1817	1842	1863	1885					
Group 7	1565	1585	1603	1623	1643	1665	1683	1703	1725	1745	1765	1786	1809	1832	1855	1877	1899	1922	1947	1968	1992	2016	2040	2066	* 24 209	25 211	26 214	27 214	28 2166
Group 8	1706	1727	1747	1767	1788	1811	1834	1857	1879	1901	1924	1949	1970	1995	2020	2043	2069	2095	2121	2145	2170	2197	2222	2249					

Group 1 Appraiser I Cartographic Technician I Commercial Artist I Photographic Technician I Photographic Technician II Engineering Technician I Assessor I	Group 2 Fish Inspector I Photographer I Public Health Technician Cartographic Technician II	Group 3 Audio Visual Producer I Engineering Technician II Commercial Artist II Photographer II Cartographic Technician III	Group 4 Appraiser II Assessor II Highway Supervisor I Audio Visual Producer II Fish Inspector II Engineering Technician III Lab Technologist I Photographic Supervisor	Group 5 Abstractor Cartographic Technician IV Engineering Technician IV Highway Supervisor II	Group 6 Appraiser III Assessor III Lab Technologist II Reg Envir. Enforcement Super Technical Serv Inspector I	Group 7 Engineering Technician V Appraiser IV Assessor IV Public Health Inspector** Fish Inspection Super Lab Technologist III Technical Serv Inspector II Technical Serv Inspector II-F Technical Serv Inspector III
Group 8 Property Management Agent Senior Technical Advisor District Maintenance Manager Appraiser V Technical Services Inspector IV						*Only positions classified as Technical Service Inspector III OR those classified as Tech. - Serv Inspector II that possess the National Board of Boiler Inspector Nuclear certification , may proceed to Step 24 of the

**SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
EFFECTIVE JUNE 1, 2003**

	Min																		Control Point Max	Disc Max									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24					
Group 1	912	935	947	959	970	982	994	1007	1019	1033	1044	1056	1068	1080	1095	1107	1120	1133	1147	1162	1178	1192	1206	1221					
Group 2	1008	1020	1034	1046	1057	1069	1082	1096	1108	1121	1134	1148	1163	1179	1193	1207	1222	1238	1251	1267	1282	1298	1313	1329					
Group 3	1097	1109	1122	1135	1149	1164	1180	1194	1208	1224	1239	1252	1268	1284	1299	1314	1330	1345	1360	1379	1396	1413	1429	1448					
Group 4	1192	1206	1221	1237	1250	1266	1281	1297	1312	1328	1342	1358	1376	1393	1411	1426	1447	1464	1480	1498	1516	1533	1553	1571					
Group 5	1310	1326	1340	1356	1374	1391	1409	1424	1445	1462	1478	1496	1514	1531	1551	1569	1588	1607	1628	1648	1669	1689	1708	1729					
Group 6	1442	1460	1476	1494	1512	1529	1548	1567	1586	1605	1625	1645	1664	1686	1705	1727	1748	1767	1789	1809	1831	1856	1877	1899					
Group 7	1577	1597	1615	1635	1655	1678	1696	1716	1738	1758	1778	1799	1823	1846	1869	1891	1913	1936	1962	1983	2007	2031	2055	2082	* 24 210	25 213	26 215	27 215	28 2182
Group 8	1719	1740	1760	1780	1801	1825	1848	1871	1893	1915	1938	1964	1985	2010	2035	2058	2085	2111	2137	2161	2186	2214	2239	2266					

Group 1 Appraiser I Cartographic Technician I Commercial Artist I Photographic Technician I Photographic Technician II Engineering Technician I Assessor I	Group 2 Fish Inspector I Photographer I Public Health Technician Cartographic Technician II	Group 3 Audio Visual Producer I Engineering Technician II Commercial Artist II Photographer II Cartographic Technician III	Group 4 Appraiser II Assessor II Highway Supervisor I Audio Visual Producer II Fish Inspector II Engineering Technician III Lab Technologist I Photographic Supervisor	Group 5 Abstractor Cartographic Technician IV Engineering Technician IV Highway Supervisor II	Group 6 Appraiser III Assessor III Lab Technologist II Reg Envir. Enforcement Super Technical Serv Inspector I	Group 7 Engineering Technician V Appraiser IV Assessor IV Public Health Inspector** Fish Inspection Super Lab Technologist III Technical Serv Inspector II Technical Serv Inspector II-F Technical Serv Inspector III
Group 8 Property Management Agent Senior Technical Advisor District Maintenance Manager Appraiser V Technical Services Inspector IV						*Only positions classified as Technical Service Inspector III OR those classified as Tech. - Serv Inspector II that possess the National Board of Boiler Inspector Nuclear certification , may proceed to Step 24 of the

**SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
EFFECTIVE DECEMBER 1, 2003**

	Min																		Control Point Max	Disc Max									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24					
Group 1	928	951	964	976	987	999	1011	1025	1037	1051	1062	1075	1087	1099	1114	1126	1140	1153	1167	1182	1199	1213	1227	1242					
Group 2	1026	1038	1052	1064	1076	1088	1101	1115	1127	1141	1154	1168	1183	1200	1214	1228	1243	1260	1273	1289	1304	1321	1336	1352					
Group 3	1116	1128	1142	1155	1169	1184	1201	1215	1229	1245	1261	1274	1290	1307	1322	1337	1353	1369	1384	1403	1420	1438	1454	1473					
Group 4	1213	1227	1242	1259	1272	1288	1303	1320	1335	1351	1366	1382	1400	1417	1436	1451	1472	1490	1506	1524	1543	1560	1580	1599					
Group 5	1333	1349	1364	1380	1398	1415	1434	1449	1470	1488	1504	1522	1541	1558	1578	1597	1616	1635	1657	1677	1698	1719	1738	1759					
Group 6	1467	1486	1502	1520	1539	1556	1575	1594	1614	1633	1653	1674	1693	1716	1735	1757	1779	1798	1820	1841	1863	1889	1910	1932					
Group 7	1605	1625	1643	1664	1684	1707	1726	1746	1768	1789	1809	1831	1855	1878	1902	1924	1947	1970	1996	2018	2042	2067	2091	2119	* 24 214	25 216	26 219	27 219	28 2220
Group 8	1749	1771	1791	1811	1833	1857	1880	1904	1926	1949	1972	1998	2020	2045	2071	2094	2122	2148	2174	2199	2224	2253	2278	2306					

Group 1 Appraiser I Cartographic Technician I Commercial Artist I Photographic Technician I Photographic Technician II Engineering Technician I Assessor I	Group 2 Fish Inspector I Photographer I Public Health Technician Cartographic Technician II	Group 3 Audio Visual Producer I Engineering Technician II Commercial Artist II Photographer II Cartographic Technician III	Group 4 Appraiser II Assessor II Highway Supervisor I Audio Visual Producer II Fish Inspector II Engineering Technician III Lab Technologist I Photographic Supervisor	Group 5 Abstractor Cartographic Technician IV Engineering Technician IV Highway Supervisor II	Group 6 Appraiser III Assessor III Lab Technologist II Reg Envir. Enforcement Super Technical Serv Inspector I	Group 7 Engineering Technician V Appraiser IV Assessor IV Public Health Inspector** Fish Inspection Super Lab Technologist III Technical Serv Inspector II Technical Serv Inspector II-F Technical Serv Inspector III
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Group 8
Property Management Agent
Senior Technical Advisor

District Maintenance Manager
Appraiser V
Technical Services Inspector IV

*Only positions classified as
Technical Service Inspector
III
OR those classified as Tech. -
Serv Inspector II that possess
the National Board of Boiler
Inspector Nuclear certification
,
may proceed to Step 24 of the

**SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
EFFECTIVE JUNE 1, 2004**

	Min																		Control Point Max	Disc Max									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24					
Group 1	933	956	969	981	992	1004	1016	1030	1042	1056	1067	1080	1092	1104	1120	1132	1146	1159	1173	1188	1205	1219	1233	1248					
Group 2	1031	1043	1057	1069	1081	1093	1107	1121	1133	1147	1160	1174	1189	1206	1220	1234	1249	1266	1279	1295	1311	1328	1343	1359					
Group 3	1122	1134	1148	1161	1175	1190	1207	1221	1235	1251	1267	1280	1296	1314	1329	1344	1360	1376	1391	1410	1427	1445	1461	1480					
Group 4	1219	1233	1248	1265	1278	1294	1310	1327	1342	1358	1373	1389	1407	1424	1443	1458	1479	1497	1514	1532	1551	1568	1588	1607					
Group 5	1340	1356	1371	1387	1405	1422	1441	1456	1477	1495	1512	1530	1549	1566	1586	1605	1624	1643	1665	1685	1706	1728	1747	1768					
Group 6	1474	1493	1510	1528	1547	1564	1583	1602	1622	1641	1661	1682	1701	1725	1744	1766	1788	1807	1829	1850	1872	1898	1920	1942					
Group 7	1613	1633	1651	1672	1692	1716	1735	1755	1777	1798	1818	1840	1864	1887	1912	1934	1957	1980	2006	2028	2052	2077	2101	2130	* 24 215	25 217	26 220	27 220	28 2231
Group 8	1758	1780	1800	1820	1842	1866	1889	1914	1936	1959	1982	2008	2030	2055	2081	2104	2133	2159	2185	2210	2235	2264	2289	2318					

Group 1 Appraiser I Cartographic Technician I Commercial Artist I Photographic Technician I Photographic Technician II Engineering Technician I Assessor I	Group 2 Fish Inspector I Photographer I Public Health Technician Cartographic Technician II	Group 3 Audio Visual Producer I Engineering Technician II Commercial Artist II Photographer II Cartographic Technician III	Group 4 Appraiser II Assessor II Highway Supervisor I Audio Visual Producer II Fish Inspector II Engineering Technician III Lab Technologist I Photographic Supervisor	Group 5 Abstractor Cartographic Technician IV Engineering Technician IV Highway Supervisor II	Group 6 Appraiser III Assessor III Lab Technologist II Reg Envir. Enforcement Super Technical Serv Inspector I	Group 7 Engineering Technician V Appraiser IV Assessor IV Public Health Inspector** Fish Inspection Super Lab Technologist III Technical Serv Inspector II Technical Serv Inspector II-F Technical Serv Inspector III
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Group 8
Property Management Agent
Senior Technical Advisor

District Maintenance Manager
Appraiser V
Technical Services Inspector IV

*Only positions classified as
Technical Service Inspector
III
OR those classified as Tech. -
Serv Inspector II that possess
the National Board of Boiler
Inspector Nuclear certification
,
may proceed to Step 24 of the

**SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
EFFECTIVE DECEMBER 1, 2004**

	Min																		Control Point Max	Disc Max								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Group 1	947	970	984	996	1007	1019	1031	1045	1058	1072	1083	1096	1108	1121	1137	1149	1163	1176	1191	1206	1223	1237	1251	1267				
Group 2	1046	1059	1073	1085	1097	1109	1124	1138	1150	1164	1177	1192	1207	1224	1238	1253	1268	1285	1298	1314	1331	1348	1363	1379				
Group 3	1139	1151	1165	1178	1193	1208	1225	1239	1254	1270	1286	1299	1315	1334	1349	1364	1380	1397	1412	1431	1448	1467	1483	1502				
Group 4	1237	1251	1267	1284	1297	1313	1330	1347	1362	1378	1394	1410	1428	1445	1465	1480	1501	1519	1537	1555	1574	1592	1612	1631				
Group 5	1360	1376	1392	1408	1426	1443	1463	1478	1499	1517	1535	1553	1572	1589	1610	1629	1648	1668	1690	1710	1732	1754	1773	1795				
Group 6	1496	1515	1533	1551	1570	1587	1607	1626	1646	1666	1686	1707	1727	1751	1770	1792	1815	1834	1856	1878	1900	1926	1949	1971				
Group 7	1637	1657	1676	1697	1717	1742	1761	1781	1804	1825	1845	1868	1892	1915	1941	1963	1986	2010	2036	2058	2083	2108	2133	2162				
																								* 24	25	26	27	28
																									218	221	223	
																									7	1	9	2264
Group 8	1784	1807	1827	1847	1870	1894	1917	1943	1965	1988	2012	2038	2060	2086	2112	2136	2165	2191	2218	2243	2269	2298	2323	2353				

Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7
Appraiser I	Fish Inspector I	Audio Visual Producer I	Appraiser II	Abstractor	Appraiser III	Engineering Technician V
Cartographic Technician I	Photographer I	Engineering Technician II	Assessor II	Cartographic Technician IV	Assessor III	Appraiser IV
Commercial Artist I	Public Health Technician	Commercial Artist II	Highway Supervisor I	Engineering Technician IV	Lab Technologist II	Assessor IV
Photographic Technician I	Cartographic Technician II	Photographer II	Audio Visual Producer II	Highway Supervisor II	Reg Envir. Enforcement	Public Health Inspector**
Photographic Technician II		Cartographic Technician III	Fish Inspector II		Super	Fish Inspection Super
Engineering Technician I			Engineering Technician III		Technical Serv Inspector I	Lab Technologist III
Assessor I			Lab Technologist I			Technical Serv Inspector II
			Photographic Supervisor			Technical Serv Inspector II-F
						Technical Serv Inspector III

Group 8
Property Management Agent
Senior Technical Advisor

District Maintenance Manager
Appraiser V
Technical Services Inspector IV

*Only positions classified as Technical Service Inspector III
OR those classified as Tech. - Serv Inspector II that possess the National Board of Boiler Inspector Nuclear certification
, may proceed to Step 24 of the

SCHEDULE A-1
TECHNICAL GROUP PAY PLAN - ENGINEERING AND FIELD ONLY
80 HOURS BI-WEEKLY
EFFECTIVE DECEMBER 1, 2001

	Min																			Control Point Max					Disc Max
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Group 1	973	999	1012	1025	1036	1049	1063	1076	1089	1102	1114	1128	1141	1154	1170	1183	1197	1212	1225	1241	1258	1273	1288	1304	
Group 2	1077	1090	1103	1117	1129	1142	1155	1171	1184	1198	1213	1226	1242	1259	1274	1289	1305	1323	1337	1354	1369	1387	1402	1419	
Group 3	1172	1185	1199	1214	1227	1244	1260	1276	1290	1308	1324	1338	1355	1372	1388	1404	1420	1437	1453	1473	1492	1510	1527	1546	
Group 4	1273	1288	1304	1322	1336	1353	1368	1386	1401	1418	1433	1451	1470	1489	1507	1524	1545	1564	1581	1600	1620	1639	1658	1678	
Group 5	1399	1416	1431	1449	1468	1486	1505	1522	1543	1561	1579	1598	1618	1636	1656	1676	1696	1717	1739	1761	1783	1804	1825	1846	
Group 6	1540	1559	1577	1596	1615	1634	1654	1674	1694	1715	1736	1758	1779	1801	1822	1844	1867	1888	1911	1933	1956	1983	2005	2029	
Group 7	1685	1706	1725	1747	1769	1792	1812	1834	1856	1878	1900	1922	1948	1972	1996	2020	2044	2069	2095	2119	2144	2169	2196	2223	
Group 8	1836	1858	1880	1902	1924	1950	1974	1998	2023	2046	2071	2098	2121	2147	2174	2199	2227	2255	2282	2308	2336	2365	2392	2421	

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Senior Technical Advisor
District Maintenance Manager

SCHEDULE A-1
TECHNICAL GROUP PAY PLAN - ENGINEERING AND FIELD ONLY
80 HOURS BI-WEEKLY
EFFECTIVE JUNE 1, 2002

	Min																			Control Point Max					Disc Max
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Group 1	981	1006	1020	1033	1044	1057	1070	1084	1097	1111	1123	1137	1150	1163	1178	1192	1206	1220	1234	1250	1268	1283	1298	1314	
Group 2	1085	1098	1112	1126	1138	1151	1164	1180	1193	1207	1222	1235	1251	1269	1284	1299	1315	1333	1347	1364	1379	1397	1414	1430	
Group 3	1181	1194	1208	1223	1236	1252	1270	1286	1300	1318	1334	1348	1365	1382	1398	1415	1431	1448	1464	1484	1503	1521	1538	1558	
Group 4	1283	1298	1314	1332	1346	1363	1378	1396	1412	1429	1444	1462	1481	1500	1518	1535	1557	1576	1593	1612	1632	1651	1671	1690	
Group 5	1410	1427	1442	1460	1479	1497	1516	1533	1555	1574	1591	1610	1630	1649	1668	1688	1709	1730	1752	1774	1796	1817	1838	1860	
Group 6	1551	1571	1589	1608	1628	1646	1666	1686	1707	1728	1749	1771	1792	1814	1835	1858	1881	1902	1926	1948	1971	1997	2020	2045	
Group 7	1697	1719	1738	1760	1782	1805	1825	1847	1870	1892	1914	1937	1962	1986	2012	2036	2059	2084	2111	2134	2161	2186	2212	2240	
Group 8	1850	1873	1895	1917	1939	1964	1988	2014	2038	2061	2087	2113	2136	2164	2190	2216	2243	2272	2300	2326	2354	2382	2410	2439	

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TECHNICAL GROUP PAY PLAN - ENGINEERING AND FIELD ONLY
80 HOURS BI-WEEKLY
EFFECTIVE DECEMBER 1, 2002

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Group 1	999	1024	1037	1050	1063	1076	1089	1102	1116	1131	1143	1156	1170	1183	1199	1213	1227	1241	1256	1272	1290	1305	1321	1337	
Group 2	1103	1117	1132	1145	1158	1171	1185	1201	1214	1228	1242	1257	1273	1291	1306	1322	1338	1356	1370	1388	1404	1421	1438	1455	
Group 3	1202	1215	1229	1244	1258	1274	1292	1308	1323	1341	1357	1372	1389	1406	1422	1439	1457	1473	1490	1511	1529	1547	1565	1586	
Group 4	1305	1321	1337	1355	1369	1387	1402	1420	1437	1454	1470	1487	1507	1526	1545	1561	1585	1603	1621	1641	1661	1679	1700	1720	
Group 5	1434	1452	1468	1485	1505	1524	1543	1559	1582	1601	1619	1639	1658	1677	1698	1718	1739	1760	1783	1805	1828	1849	1870	1894	
Group 6	1579	1599	1617	1636	1656	1675	1695	1716	1737	1758	1780	1802	1823	1846	1867	1891	1914	1935	1960	1982	2005	2033	2056	2080	
Group 7	1727	1749	1769	1791	1813	1837	1857	1879	1903	1926	1948	1971	1996	2022	2047	2071	2095	2121	2148	2172	2198	2225	2251	2280	
Group 8	1882	1906	1928	1950	1973	1998	2024	2049	2073	2098	2123	2151	2174	2201	2229	2254	2283	2312	2340	2367	2394	2424	2452	2482	

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TECHNICAL GROUP PAY PLAN - ENGINEERING AND FIELD ONLY
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EFFECTIVE JUNE 1, 2003

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Group 1	1006	1032	1045	1058	1070	1084	1097	1111	1124	1140	1152	1165	1178	1192	1208	1222	1236	1250	1266	1282	1300	1315	1331	1347	
Group 2	1112	1126	1141	1154	1166	1180	1194	1209	1223	1237	1251	1267	1283	1301	1316	1332	1348	1366	1380	1398	1415	1432	1449	1466	
Group 3	1210	1224	1238	1252	1268	1284	1302	1318	1333	1351	1367	1382	1399	1417	1433	1450	1468	1484	1501	1522	1540	1559	1577	1598	
Group 4	1315	1331	1347	1365	1379	1397	1414	1431	1448	1465	1481	1498	1518	1537	1557	1574	1597	1615	1633	1653	1673	1692	1714	1734	
Group 5	1446	1463	1479	1496	1516	1535	1555	1571	1594	1613	1631	1651	1671	1689	1711	1731	1752	1773	1796	1818	1842	1864	1885	1908	
Group 6	1591	1611	1629	1649	1668	1687	1708	1729	1750	1771	1793	1815	1836	1860	1881	1906	1929	1950	1974	1996	2020	2048	2071	2095	
Group 7	1740	1762	1782	1804	1826	1852	1871	1894	1918	1940	1962	1985	2012	2037	2062	2087	2111	2136	2165	2188	2215	2241	2268	2297	
Group 8	1897	1920	1942	1964	1987	2014	2039	2065	2089	2113	2138	2167	2190	2218	2246	2271	2301	2329	2358	2385	2412	2443	2471	2500	

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SCHEDULE A-1
TECHNICAL GROUP PAY PLAN - ENGINEERING AND FIELD ONLY
80 HOURS BI-WEEKLY
EFFECTIVE DECEMBER 1, 2003

	Min																			Control Point Max				Disc Max	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Group 1	1024	1049	1064	1077	1089	1102	1116	1131	1144	1160	1172	1186	1199	1213	1229	1242	1258	1272	1288	1304	1323	1338	1354	1370	
Group 2	1132	1145	1161	1174	1187	1201	1215	1230	1244	1259	1273	1289	1305	1324	1340	1355	1372	1390	1405	1422	1439	1458	1474	1492	
Group 3	1231	1245	1260	1274	1290	1306	1325	1341	1356	1374	1391	1406	1423	1442	1459	1475	1493	1511	1527	1548	1567	1587	1604	1625	
Group 4	1338	1354	1370	1389	1404	1421	1438	1457	1473	1491	1507	1525	1545	1564	1585	1601	1624	1644	1662	1682	1703	1721	1743	1764	
Group 5	1471	1489	1505	1523	1543	1561	1582	1599	1622	1642	1660	1679	1700	1719	1741	1762	1783	1804	1828	1850	1874	1897	1918	1941	
Group 6	1619	1640	1657	1677	1698	1717	1738	1759	1781	1802	1824	1847	1868	1894	1914	1939	1963	1984	2008	2031	2056	2084	2108	2132	
Group 7	1771	1793	1813	1836	1858	1884	1905	1927	1951	1974	1996	2020	2047	2072	2099	2123	2148	2174	2202	2227	2253	2281	2307	2338	
Group 8	1930	1954	1976	1998	2023	2049	2074	2101	2125	2151	2176	2205	2229	2257	2285	2311	2342	2370	2399	2426	2454	2486	2514	2545	

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SCHEDULE A-1
TECHNICAL GROUP PAY PLAN - ENGINEERING AND FIELD ONLY
80 HOURS BI-WEEKLY
EFFECTIVE JUNE 1, 2004

	Min																			Control Point Max				Disc Max
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Group 1	1030	1055	1069	1082	1095	1108	1121	1137	1150	1165	1177	1192	1205	1218	1236	1249	1265	1279	1294	1311	1330	1345	1361	1377
Group 2	1138	1151	1166	1180	1193	1206	1222	1237	1250	1266	1280	1295	1312	1331	1346	1362	1378	1397	1411	1429	1447	1465	1482	1500
Group 3	1238	1251	1267	1281	1297	1313	1332	1347	1363	1380	1398	1412	1430	1450	1466	1483	1501	1518	1535	1556	1575	1594	1612	1633
Group 4	1345	1361	1377	1396	1410	1428	1446	1464	1481	1498	1515	1533	1553	1571	1592	1609	1632	1652	1671	1690	1711	1730	1752	1773
Group 5	1479	1496	1513	1530	1550	1569	1590	1607	1630	1650	1668	1688	1709	1728	1750	1771	1792	1813	1837	1859	1882	1907	1928	1951
Group 6	1626	1647	1666	1686	1707	1726	1747	1768	1790	1811	1833	1856	1877	1903	1924	1949	1973	1994	2018	2041	2066	2094	2119	2143
Group 7	1780	1802	1822	1845	1867	1894	1914	1937	1961	1984	2006	2030	2057	2082	2110	2134	2159	2185	2214	2238	2264	2292	2318	2350
Group 8	1940	1964	1986	2008	2033	2059	2084	2112	2136	2162	2187	2216	2240	2268	2296	2322	2354	2382	2411	2439	2466	2498	2526	2558

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SCHEDULE A-1
TECHNICAL GROUP PAY PLAN - ENGINEERING AND FIELD ONLY
80 HOURS BI-WEEKLY
EFFECTIVE DECEMBER 1, 2004

	Min																			Control Point Max					Disc Max
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Group 1	1045	1070	1086	1099	1111	1124	1138	1153	1167	1183	1195	1209	1223	1237	1255	1268	1283	1298	1314	1331	1350	1365	1380	1398	
Group 2	1154	1169	1184	1197	1210	1224	1240	1256	1269	1284	1299	1315	1332	1351	1366	1383	1399	1418	1432	1450	1469	1487	1504	1522	
Group 3	1257	1270	1286	1300	1316	1333	1352	1367	1384	1401	1419	1433	1451	1472	1489	1505	1523	1542	1558	1579	1598	1619	1636	1657	
Group 4	1365	1380	1398	1417	1431	1449	1468	1486	1503	1521	1538	1556	1576	1594	1617	1633	1656	1676	1696	1716	1737	1757	1779	1800	
Group 5	1501	1518	1536	1554	1574	1592	1614	1631	1654	1674	1694	1714	1735	1753	1777	1798	1818	1841	1865	1887	1911	1935	1956	1981	
Group 6	1651	1672	1692	1711	1732	1751	1773	1794	1816	1838	1860	1884	1906	1932	1953	1977	2003	2024	2048	2072	2097	2125	2151	2175	
Group 7	1806	1828	1849	1873	1895	1922	1943	1965	1991	2014	2036	2061	2088	2113	2142	2166	2191	2218	2247	2271	2298	2326	2354	2386	
Group 8	1969	1994	2016	2038	2063	2090	2115	2144	2168	2194	2220	2249	2273	2302	2330	2357	2389	2418	2447	2475	2504	2536	2563	2596	

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	Min																			Control Point Max					Disc Max
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Group 1	1050	1076	1091	1105	1117	1130	1143	1159	1173	1188	1201	1215	1229	1244	1261	1274	1290	1304	1321	1337	1356	1372	1387	1405	
Group 2	1160	1174	1190	1203	1216	1230	247	1262	1276	1291	1305	1322	1338	1357	1373	1389	1406	1425	1439	1458	1476	1495	1512	1529	
Group 3	1263	1277	1292	1306	1323	1340	1358	1374	1390	1408	1426	1440	1459	1480	1496	1513	1530	1549	1566	1587	1606	1626	1644	1666	
Group 4	1372	1387	1405	1423	1438	1457	1475	1494	1511	1528	1546	1564	1583	1602	1624	1641	1665	1685	1705	1725	1746	1766	1788	1809	
Group 5	1508	1526	1544	1561	1581	1600	1622	1639	1662	1683	1703	1722	1743	1762	1785	1806	1827	1849	1874	1897	1921	1945	1966	1991	
Group 6	1658	1681	1700	1720	1741	1760	1782	1803	1825	1847	1869	1894	1916	1942	1963	1987	2013	2034	2058	2082	2108	2136	2162	2186	
Group 7	1815	1837	1858	1881	1905	1932	1953	1975	2001	2024	2046	2071	2098	2124	2153	2177	2202	2229	2258	2282	2310	2338	2366	2398	
Group 8	1978	2004	2026	2048	2073	2100	2126	2155	2179	2205	2231	2260	2284	2313	2343	2369	2401	2430	2460	2487	2516	2548	2577	2610	

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**SCHEDULE B
POINTS GUIDE**

The following table is intended for use as a guideline in determining the amount of financial assistance received by the employee. The application may be awarded 1, 2 or 3 points under each of the three columns. The points awarded under each column are added to the total number of points for the application. The maximum financial assistance received by the employee is determined by applying the appropriate percentage for the table to the total cost of the proposed training. For example if an application was awarded 2 under each of columns 1, 2 and 3 respectively, this would be a total of 6 points. Applying the percentage guide the employee would be eligible to receive a maximum of 60% of salary and all other expenses to which the department and/or Board of Management may wish to apply the formula. A copy of the completed points guide must be attached to each application for Educational Leave.

Where the application under consideration is for developmental purposes as a result of a career plan for the employee, the criteria in the Points Guide may be interpreted to refer to the proposed job or duties rather than the employee's present job.

Relationship Between Job Duties and Proposed Training	Main Beneficiary of Proposed Training	Need for Proposed Training
1. Useful but not related	Mostly employee	Employee needs to directly attain minimum education standards of present job
2. Generally related to duties of employee	Equally between employee and organization	Employee needs to keep up with new knowledge and techniques
3. Very specifically related to major portion of employee's duties	Mostly organization	New or potential duties or responsibilities require this training for efficient operation of program

Points	% of Salary
0 - 3	0%
4	40%
5	50%
6	60%
7	80%
8	90%
9	100%

SCHEDULE C

EDUCATIONAL LEAVE PROVISIONS

Any resemblance between this Addendum and the Non-Bargaining Personnel Policies is purely coincidental.

.01 An employee must have completed the probationary period before being considered for educational leave.

.02 (1) An employee on education leave may be granted financial assistance which may include all or a portion of the following costs: Employee salary, tuition, travel expenses, meals and lodging, books, registration or examination fees, and any other related legitimate expenses.

(2) An employee who is granted Long Term or Special Educational Leave, must sign a non-interest bearing promissory note for the amount of financial assistance received excluding the costs of salary of a replacement employee, and a Return Service Agreement.

(3) The period of Return Service specified in a Return Service Agreement is to be for a minimum period of 12 months, or equal to the length of the education leave granted if greater.

(4) Where an employee does not complete the Return Service Agreement, the promissory note is credited with an amount that bears the same ratio to the cost of the training as the completed service bears to the total Return Service Agreement. The remaining balance of the promissory note will be processed for collection unless waived.

(5) An employee who does not satisfactorily complete the course or training ceases to be entitled to financial assistance but must fulfill any financial and return service commitments on a prorata basis. This requirement may be waived where the failure to satisfactorily complete the course or training was due to a cause beyond the employee's control.

.03 (1) An employee on educational leave is eligible to accumulate sick and vacation leave credits. No carry over of vacation leave credits is permitted where educational leave is granted for a period of 12 months or more.

(2) A merit increase cannot be granted to an employee on long term or special educational leave but may be granted effective the first day of the month in which the employee returns to work.

.04 (1) In determining the amount of financial assistance to be paid by the Employer, the percentage figure derived from the attached points guide may be applied to all or any part of the items included in the total financial assistance requested. The points guide must be used to calculate the proportion of salary to be reimbursed while on long term or special education leave.

(2) Where an employee on educational leave received other financial assistance from the Province which need not be repaid, the benefits under this educational leave policy may be reduced accordingly.

.05 (1) Short Term Educational Leave may be granted for the purpose of taking professional; technical or skills training where the employee will be absent from work for a period of 30 working days or less.

(2) Expenses for transportation, board and lodging cannot exceed the maximum allowance permitted in the Travel Directive.

.06 (1) An employee may be granted a Tuition Refund upon successful completion of courses that do not require the employee to be absent from work, or require only brief absences.

(2) where an employee is eligible for a Tuition Refund, the employee may also be granted:

(a) Leave of absence with pay for the purpose of writing examinations;

(b) Payment of expenses of writing the examinations;

(c) Payment of travelling expenses in accordance with the Travel Regulations.

.07 (1) an employee may be granted Long Term Educational Leave for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period in excess of 30 working days.

(2) subject to .04 an employee may be granted financial assistance to help cover the cost of the following expenses:

(a) tuition, where the claim is supported by a receipt.

(b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.

(c) books.

(d) Other agreed expenses directly related to the proposed course or training.

.08 (1) An employee may be granted special Educational Leave when selected by Government to attend Ecole Nationale D'administration, Ecole National D'administration Publique, National Defence college or a similar institution.

(2) Subject to .04 an employee may be granted financial assistance to help cover the following expenses;

(a) Tuition, where the claim is supported by a receipt.

(b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.

(c) Other agreed upon expenses directly related to the course or training.

LETTER OF INTENT
BETWEEN
BOARD OF MANAGEMENT
AND
THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION
REPRESENTING THE ENGINEERING AND FIELD UNIT

This Letter of Intent to the collective agreement applies to employees of the Department of the Environment & Local Government who are required to be on standby at the employees place of residence or be available through contract by means of an electronic paging device.

- (1) Employees on standby will be assigned a pager by the Department of the Environment & Local Government.
- (2) Employees shall ensure that they are available and able to respond to the assigned pager.
- (3) Employees shall ensure they have access to a telephone within approximately 10 minutes.
- (4) Employees shall ensure they have access to the assigned department vehicle within 30 minutes.
 - (a) Employees shall exercise discretion regarding the personal use of employer vehicles within their region consistent with department and employer policies.
 - (b) Employees shall obtain authorization from the Regional Supervisor prior to taking an employer vehicle outside the assigned region for other than emergency situations.
- (5) Employees shall be in physical condition to respond to emergency situations.
- (6) Employees using the telephone to respond to a situation while on standby shall be paid for a minimum of two hours or the time actually worked, whichever is greater, at the overtime rate. Such compensation shall not be claimed more than once during each 24 hour standby period. Employees shall retain a log of calls received and time spent.
- (7) Employees shall be compensated at the rate of \$1.30 per hour for all hours on standby.
- (8) Employees on standby called into work between 12 midnight and 5 a.m. shall have off a 5 hour minimum rest period without loss of pay before reporting for their regular shift. Other call back provisions for employees on standby shall be as provided for in the collective agreement.
- (9) The provisions of this memorandum of agreement shall remain in effect conditional upon the continuation of the employer's current policy on Personal Liability Protection as provided for by Board of Management Minute 89.0003.
- (10) An off-duty employee (not on standby), who provides assistance or guidance via telephone to an employee on standby, shall be paid for the actual time worked at the overtime rate. The employee on standby shall be responsible and accountable for determining the necessity or urgency for placing the call(s) to an off-duty employee.

The employee (not on standby) shall retain a log of calls received and the duration of each call.

For the Association

Joanne McCarthy

Howard Pelky

John White

G. Rouleau

Donald Bélanger

Renée Pecskovszky

Ron Cormier

Thomas Mann

For the Employer

Hon. Peter Mesheau

Hon. Rodney Weston

Bonita Owen

C. M. DeWolfe

Theresa Ried

Brian Cross

Norman Cloustan

A. W. Currie

LETTER OF INTENT
BETWEEN
BOARD OF MANAGEMENT
AND
THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION

Re: Cartographic Technician Classification Study

The parties hereto agree that the Employer will conduct an in-depth study of the Cartographic Technician classification series. The goal of the study is to review the various levels of responsibilities and complexity of duties covered by this particular series. Based on these findings, recommend any changes to the classification specifications and/or levels as appropriate.

The parties agree that this study will commence upon signing of the Collective Agreement and will be completed prior to expiration of the new contract.

For the Association

Joanne McCarthy

Howard Pelky

John White

G. Rouleau

Donald Bélanger

Renée Pecskovszky

Ron Cormier

Thomas Mann

For the Employer

Bonita Owen

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LETTER OF INTENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION

**Re: Temporary Provision To Allow Employees Classified as Assessor II
To Qualify As A Candidate in Assessor III Competitions**

The employer agrees to allow employees who are classified as an Assessor II on November 30, 2001 to qualify as a candidate in a competition for a position as an Assessor III until November 30, 2004. The following conditions are agreed to and must apply.

1. The employee must be classified as an Assessor II and be enrolled in a required entry-level course for an Assessor III position prior to the closing date of the competition for the vacant position of Assessor III.
2. An Assessor II who is selected for appointment to an Assessor III position as a result of being the successful candidate in a competition will temporarily cover off the vacant position of Assessor III until all required entry level education courses are successfully completed. The Assessor II must successfully complete all entry-level educational requirements for the position of Assessor III before the regular appointment to the position of Assessor III will be confirmed. If the employee fails to successfully complete all entry-level educational requirements for the Assessor III position prior to November 30, 2004, then the employee will be reassigned the duties and responsibilities of an Assessor II and the employee's appointment will be confirmed at the classification level of Assessor II.
3. It is agreed by the parties that such reassignment of duties and responsibilities will not be considered a demotion and will not be subject to grievance.

This Letter of Intent expires on November 30, 2004.

For the Association

Joanne McCarthy

Howard Pelky

John White

G. Rouleau

Donald Bélanger

For the Employer

Bonita Owen

C. M. DeWolfe

Theresa Ried

Brian Cross

Norman Cloustan

Renée Pecskovszky

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LETTER OF INTENT
BETWEEN
BOARD OF MANAGEMENT
AND
THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION

Re: Supplementary Pay Applicable to Positions Classified as Highway Supervisor

The parties agree that in recognition of additional work requirements during the winter season for those employees currently classified as Highway Supervisor, the Employer will offer a 5.0% wage supplement to be paid during the three (3) consecutive month period normally designated by the New Brunswick Department of Transportation as the snow removal period.

This wage supplement is not retroactive and will become effective on the date of signing of the new Collective Agreement and shall remain in effect for the life of this agreement, which expires on November 30,2005.

For the Association

Joanne McCarthy

Howard Pelky

John White

G. Rouleau

Donald Bélanger

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Ron Cormier

Thomas Mann

For the Employer

Bonita Owen

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